

CITY OF SPOKANE



REGARDING CITY COUNCIL 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 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 April 8, 2024, meetings is below. All meetings will 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 April 8, 2024:

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 249 250 76017; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 248 432 42482; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 249 143 67432; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, April 5, 2024, and ending at 6:00 p.m. on Monday, April 8, 2024, via the online testimony sign-up form link which can be accessed by clicking <https://forms.gle/Vd7n381x3seaL1NW6> or in person outside council chambers beginning at 8:00 a.m. on April 8, 2024. You must sign up by 6:00 p.m. to be called on to testify. (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 not relating to the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

**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. Two-minute time limit for comments made during open forum, and three-minute time limit on public testimony regarding legislative items!**

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

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- A. After the conclusion of all legislative business, the council shall recess briefly and then convene for an open forum, unless a majority of council members vote otherwise. The open forum shall have twenty (20) spaces available. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. The council shall conclude open forum after twenty (20) speakers unless a majority of council members vote to allow additional speakers. The city clerk and other staff shall not be required to remain in attendance during the open forum. Nothing in this Rule 2.2 shall be deemed to require open forum or the legislative session to continue after 10:00 p.m., or to require open forum during a council “Town Hall” meeting contrary to Rule 2.14.F.
- B. Members of the public can sign up for open forum beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign themselves in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will be added to the list of speakers at the discretion of the chair, or their designee. The order of the speakers will be determined at the discretion of the chair, taking into account any special accommodations for persons of limited English proficiency as provided in Rule 2.2.F below. Each speaker shall be limited to no more than two (2) 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. “Affairs of the city” shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Absent permission of the chair, 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. 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.
- E. No person shall be permitted to display visual information during open forum, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2@spokanecity.org. Individuals speaking during open forum shall address their comments to the council president, and speakers as well as members of the audience shall comply with Rule 2.15 (Participation by Members of the Public in Council Meetings).
- F. Participation of individuals with limited English language proficiency in open forum shall be accommodated to the extent set forth in Rule 2.15.J.

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

The council encourages public participation in the legislative process. Council meetings shall be conducted in a manner that provides the opportunity for all attendees to hear, see and participate in the proceedings to the extent provided in these Rules and applicable city, state, and federal law. Speech or conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of any council meeting is prohibited. In addition to these general principles governing public participation, the following specific rules apply:

- 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, hearing items, special considerations, 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 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. Those who wish to provide commentary but do not wish to give verbal comments at the podium may provide written comments to the council via letter or electronic mail.
- F. No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud or boo speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual, or engage in other such disorderly conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the proceedings.
- G. Standing is permitted so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when standing.
- H. 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.
- I. 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.
- J. City employees or city officials (including members of city boards and commissions) 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.
- K. 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 policy advisor and/or a 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 harassing other attendees or risk being removed and/or prohibited from attending future meetings.

- L. The city council intends to fully comply with chapter 18.11 SMC, Language Access in Municipal Proceedings. Rules regarding participation of individuals in council proceedings, including legislative sessions and open forum, shall be deemed amended to conform to any Language Access Plan adopted by the council pursuant to SMC 18.11.030. Except as otherwise provided in an adopted Language Access Plan, individuals with limited English language proficiency are encouraged to contact the council office director at least five (5) days prior to a scheduled legislative session for assistance with the signing up to testify or to arrange translation or interpretation assistance.
- M. City council legislative sessions are regularly video and audio recorded and available online (<https://vimeo.com/spokanecitycouncil>). Members of the public may also photograph or film council proceedings so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when photographing or recording. No flash photography or other lighting is permitted.
- N. RCW 42.17A.555 generally prohibits the use of city facilities for electioneering. Therefore, no person may use the council meeting or facilities for the purpose of assisting a campaign for election of any person to any office, or for the promotion of or opposition to any ballot proposition. In this context, the term "facilities" includes council chambers, the council gallery and the speaking opportunities available through the public comment and open forum procedures set forth in these rules.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the online testimony sign-up form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign in using a 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. The chair, absent a majority vote of the council, has the authority to lower the three (3) minutes per speaker time limit by announcing the new, lower time limit at the legislative session. 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. Testimony on a legislative item deferred to a future date shall be taken on the future date, unless testimony on the date of deferral is allowed by the Council President.
- C. No public testimony shall be taken on oral 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. No person shall be permitted to display visual information during their testimony, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2spokanecity.org.
- H. In addition to in-person or remote verbal testimony, 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.¹

¹ <https://my.spokanecity.org/citycouncil/members/>

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, APRIL 8, 2024

MISSION STATEMENT

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

MAYOR LISA BROWN

COUNCIL PRESIDENT BETSY WILKERSON

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER KITTY KLITZKE

COUNCIL MEMBER LILI NAVARRETE

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. 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 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. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- 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, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.
- 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/citycouncil/documents/>.

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)

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Office of Police Ombudsman Commission: One Confirm CPR 2015-0034
Appointment

CONSENT AGENDA

The consent agenda consists of purchases and contracts for supplies and services provided to the city, as well as other agreements that arise (such as settlement or union agreements), and weekly claims and payments of previously approved obligations and biweekly payroll claims against the city. Any agreement over \$50,000 must be approved by the city council. Typically, the funding to pay for these agreements has already been approved by the city council through the annual budget ordinance, or through a separate special budget ordinance. If the contract requires a new allocation of funds, that fact usually will be indicated in the summary of the contract in the consent agenda.

Unless a council member requests that an item be considered separately, the council approves the consent agenda as a whole in a single vote. Note: The consent agenda is no longer read in full by the city clerk. The public is welcome to testify on matters listed in the consent agenda, but individual testimony is limited to three minutes for the entire consent agenda.

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|----------------|---------------|
| 1. Two-year Value Blankets for the Waste to Energy Facility from April 1, 2024, through March 31, 2026, with: | Approve
All | RFQ 6072-24 |
| a. North Coast Electric Company (Spokane) for the purchase of 1200a switchboards—\$100,000 (plus tax). | | OPR 2024-0240 |
| b. Dykman, Inc (Spokane Valley, WA) for the purchase of 1000kva transformers—\$120,000 (plus tax). | | OPR 2024-0241 |

(Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
David Paine

- | | | |
|---|------------------------|---|
| <p>2. Purchase from The Babcock & Wilcox Company (Napa, CA) of two gas burner boiler assemblies for use at the Waste to Energy Facility—\$92,869.70 (incl. tax and shipping). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
David Paine</p> | <p>Approve</p> | <p>OPR 2024-0242
RFQ 6055-24</p> |
| <p>3. Purchase from Midwest Electric Transformer Services, Inc. (Newton, KS) of a backup 750kva transformer for the Waste to Energy Facility—\$64,440.80 (incl. tax and shipping). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
David Paine</p> | <p>Approve</p> | <p>OPR 2024-0243
RFQ 6078-24</p> |
| <p>4. Contract Renewal 4 of 4 with United States Electric Corporation (Olympia, WA) for high voltage electrical maintenance and technical support services at the Waste to Energy Facility from May 1, 2024, through April 30, 2025—not to exceed \$500,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
David Paine</p> | <p>Approve</p> | <p>OPR 2020-0418
PW ITB 5230-20</p> |
| <p>5. Contract Renewal 1 of 3 with Nalco Company, LLC (Spokane) for chemical management services at the Waste to Energy Facility from April 1, 2024, through March 31, 2025—not to exceed \$49,000 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
David Paine</p> | <p>Approve</p> | <p>OPR 2022-0257
IRFP 5528-21</p> |
| <p>6. Contract Renewal 3 of 3 with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for boilermaker services at the Waste to Energy Facility from April 1, 2024, through March 31, 2025—not to exceed \$1,300,000 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
David Paine</p> | <p>Approve</p> | <p>OPR 2020-0341
PW ITB 5238-20</p> |
| <p>7. Public Works Contract with Gerard Chimney Company (St. Louis, MO) for stack repairs and inspection at the Waste to Energy Facility from April 1, 2024, through December 31, 2024—not to exceed \$225,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
David Paine</p> | <p>Approve</p> | <p>OPR 2024-0244
PW ITB 6028-23</p> |
| <p>8. Multiple Family Housing Property Tax Exemption Conditional Agreements with:</p> <p style="margin-left: 40px;">a. NARP LLC for the future construction of approximately 4 units at Parcel Number 35204.0211, commonly known as 1207 E. Newark Avenue.</p> | <p>Approve
All</p> | <p>OPR 2024-0214</p> |

- b. Five Mile Spokane, LLC, for the future construction of approximately 48 units at Parcel Number 26252.0064, commonly known as 7650 N. A Street (also known as 7601 N. Five Mile Rd). OPR 2024-0215
- c. Cap 31st Avenue Residences, LLC, for the future construction of approximately 96 units at Parcel Number 35331.0017, commonly known as 2402 E. 31st Avenue. OPR 2024-0216
- d. Grove at Cannon, LLC, for the future construction/renovation of approximately 13 units at Parcel Number 25244.2705, commonly known as 621 S. Cannon Street. OPR 2024-0217
- e. Jay Higgins/Cheryl Ann Kordner for the future construction of approximately 20 units at Parcel Number 35091.2914, commonly known as 2517 E. Upriver Drive. OPR 2024-0218
- f. 5115 S. Freya St., LLC, for the future construction of approximately 30 units at Parcel Number 34031.9114, commonly known as 5115 S. Freya Street. OPR 2024-0219
- g. Garland Acquisitions, LLC, for the future construction of approximately 44 units at Parcel Number 35062.1409, commonly known as 924 W. Garland Avenue. OPR 2024-0220

The Conditional Agreements will ultimately result in the issuances of final certificates of tax exemption to be filed with the Spokane County Assessor's Office post construction. (Deferred from March 25, 2024, Agenda) (Council Sponsors: Council Members Bingle, Zappone, and Klitzke)

Amanda Beck

- 9. Low Bid of Inland Infrastructure LLC (Spokane) for Cycle 10 Traffic Calming project—\$2,972,000. An administrative reserve of \$297,200, which is 10% of the contract price, will be set aside. (Various Neighborhoods) (Deferred from March 18, 2024, Agenda) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) Approve OPR 2024-0191
ENG 2020046
ENG 2020047
ENG 2020048
Dan Buller
- 10. Low Bid of Cameron Reilly, LLC (Spokane Valley, WA) for 2024 Street Maintenance Curb Ramps project—\$908,687. An administrative reserve of \$98,868.70, which is 10% of the contract price, will be Approve OPR 2024-0245
ENG 2023042

set aside. (Various Neighborhoods) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Dan Buller

- | | | | |
|--|---|----------------|------------------------------|
| 11. | Public Works Agreement with Cameron Reilly, LLC (Spokane Valley, WA) for Howard Street Signing, Restriping, and Traffic Islands project—\$48,337. An administrative reserve of \$4,833.70, which is 10% of the contract price, will be set aside. (Riverside Neighborhood) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) | Approve | OPR 2024-0246
ENG 2023102 |
| Dan Buller | | | |
| 12. | Local Agency A&E Professional Services Consultant Agreement with DOWL (Spokane) for Pacific Avenue Greenway – Howard to Sherman project—\$485,587.28 plus a 10% administrative reserve. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) | Approve | OPR 2024-0247
ENG 2022069 |
| Dan Buller | | | |
| 13. | Consultant Agreement with Commonstreet Consulting, LLC (Seattle, WA) for Real Estate On-Call Services for 2024-2026 (Non-Federal)—not to exceed \$200,000. (Various Neighborhoods) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) | Approve | OPR 2024-0248
ENG 2024058 |
| Jonathan Adams | | | |
| 14. | Consultant Agreements for General Civil On-Call Services for 2024-2026 (Non-Federal) with: | Approve
All | ENG 2024059 |
| | a. Parametrix, Inc. (Spokane)—not to exceed \$1,000,000. | | OPR 2024-0249 |
| | b. TD&H Engineering (Spokane)—not to exceed \$750,000. | | OPR 2024-0250 |
|
(Various Neighborhoods) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) | | | |
| Jonathan Adams | | | |
| 15. | Contract with Incapsulate, LLC (Washington, DC) for Customer Relationship Management System (CRM) annual software, subscription, and support from May 1, 2024, through April 30, 2029—\$784,296.96 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone) | Approve | OPR 2024-0251
RFP 4481-18 |
| Michael Sloon | | | |

- 16. Contract Renewal with Carahsoft, Inc. (Reston, VA) for Salesforce licenses and support for the city’s CRM system from May 1, 2024, through April 30, 2025—\$127,864.35 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
Michael Sloon Approve OPR 2019-0293
RFP 4481-18
- 17. Report of the Mayor of pending: Approve & Authorize
 - a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2024, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. Payments CPR 2024-0002
 - b. Payroll claims of previously approved obligations through _____, 2024: \$_____. CPR 2024-0003
- 18. City Council Meeting Minutes: _____, 2024. Approve All CPR 2024-0013

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2024-0033 Approving the appointment of Arielle Anderson as the Director of Community, Housing, and Human Services for the City of Spokane. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)
Dawn Kinder
- RES 2024-0034 Declaring Huber Technology, Inc. (Denver, NC) a sole source provider and authorizing the purchase of parts, supplies and service for SE EscaMax Fine Screen and HydroPress Washer Compactor parts for the Riverside Park Water Reclamation Facility for a period of five (5) years for up to \$1,100,000 without public bidding. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
Kyle Arrington
- OPR 2024-0252

- ORD C36504** **Altering the Lodging Tax Advisory Committee, creating the Lodging Tax Advisory Program; amending sections 04.30.010 and 04.030.020 of the Spokane Municipal Code, and adding a new section to Chapter 04.30 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone, Dillon, and Klitzke)**
Adam McDaniel

FIRST READING ORDINANCES

- ORD C36505** **Amending Ordinance C33671 that vacated the east 15 feet of Lacey Street from Gordon Avenue to 620 feet south. (Striking an easement.) (Council Sponsors: Council Members Klitzke, Bingle, and Zappone)**
Eldon Brown

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council shall recess briefly and then hold an open public comment period for up to 20 (twenty) speakers, unless a majority of council members vote otherwise. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <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.) Speakers must sign themselves in using a name. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. 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 other than items appearing on the Current or Advance Agendas, pending hearing items, and 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.

Motion to Approve Advance Agenda for April 8, 2024
(per Council Rule 2.1.2)

ADJOURNMENT

The April 8, 2024, Regular Legislative Session of the City Council is adjourned to April 15, 2024.

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 mlowmaster@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:

Committee: **Date:** N/A

Committee Agenda type:

Council Meeting Date: 04/08/2024

Date Rec'd	3/18/2024
Clerk's File #	CPR 2015-0034
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 6779
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions
Council Sponsor(s)	
Agenda Item Name	0520 - MAYOR'S OFFICE - APPOINTMENT OF AMY MCCOLM TO OPO

Agenda Wording

CM Paul Dillon & CM Lili Navarrete have appointed Amy McColm to the Office of Police Ombudsman Commission for a term of April 8, 2024 - April 8, 2027. Amy McColm will serve as the representative of City Council District 2 per SMC 04.32.150.

Summary (Background)

The Office of the Police Ombudsman Commission ("OPOC" or "Commission") supervises and provides direction to the Office of the Police Ombudsman ("OPO"). The OPO and the OPOC provide impartial oversight of the Spokane Police Department. In that capacity, the OPOC evaluates police policies, training, and promotes best practices, and is the independent voice of the residents of Spokane to facilitate public confidence in the professionalism and accountability of the employees of the SPD.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$

Narrative

Amount	Budget Account
---------------	-----------------------

Select \$	#
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

Adam McDaniel amcdaniel@spokanecity.org

CM Paul Dillon pdillon@spokanecity.org

CM Lili Navarrete lnavarrete@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	April 8, 2024
Submitting Department	Spokane City
Contact Name	CM Dillon & CM Navarette
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Amy McColm – City Council District 2
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Councilmember Paul Dillon and Councilmember Lili Navarrete have appointed Amy McColm to the Office of Police Ombudsman Commission for a term of April 8, 2024 – April 8, 2027. Amy McColm will serve as the representative of City Council District 2 per SMC 04.32.150.</p> <p>The Office of the Police Ombudsman Commission (“OPOC” or “Commission”) supervises and provides direction to the Office of the Police Ombudsman (“OPO”). The OPO and the OPOC provide impartial oversight of the Spokane Police Department. In that capacity, the OPOC evaluates police policies, training, and promotes best practices, and is the independent voice of the residents of Spokane to facilitate public confidence in the professionalism and accountability of the employees of the SPD.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
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?

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 appointment fulfils the OPO Commission requirements of SMC 04.32.150.



Agenda Sheet for City Council:

Committee: PIES **Date:** 03/18/2024

Committee Agenda type: Consent

Date Rec'd 3/6/2024

Clerk's File # OPR 2024-0240

Renews #

Cross Ref #

Council Meeting Date: 04/08/2024

Submitting Dept	SOLID WASTE DISPOSAL	Project #	
------------------------	----------------------	------------------	--

Contact Name/Phone	DAVID PAINE 625-6878	Bid #	RFQ 6072-24
---------------------------	----------------------	--------------	-------------

Contact E-Mail	DPAINE@SPOKANECITY.ORG	Requisition #	RN 256000
-----------------------	------------------------	----------------------	-----------

Agenda Item Type	Purchase w/o Contract		
-------------------------	-----------------------	--	--

Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

Agenda Item Name	4490 VALUE BLANKET FOR THE PURCHASE OF SWITCHBOARDS		
-------------------------	---	--	--

Agenda Wording

Two year value blanket award to North Coast Electric Company (Spokane, WA) for the purchase of 1200a switchboards from 4/1/2024-3/31/2026 with a total cost not to exceed \$100,000.00 plus tax (\$50K annually).

Summary (Background)

The Waste to Energy Facility began a Compressed Air System Upgrade in 2023. New transformers and switchboards are needed in order to meet the voltage requirements for the project. On February 28, 2024, bidding closed on RFQ 6072-24 for the as-needed purchase of these items. Of the four responses received, two vendors were selected for the award of a two-year value blanket; Dykman Inc. and North Coast. The value blanket for the purchase of 1200a switchboards will be awarded to North Coast.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

Total Cost	\$ 100,000.00
------------	---------------

Current Year Cost	\$ 50,000.00
-------------------	--------------

Subsequent Year(s) Cost	\$ 50,000.00
-------------------------	--------------

Narrative

This is a one-time cost associated with the facility's compressor and air dryer upgrade project. Parts will be ordered as they are needed for the project. This was planned for in the 2024 and 2025 Solid Waste Disposal budgets.

Amount

Budget Account

Expense	\$ 100,000.00	# 4490-44900-37148-54803
---------	---------------	--------------------------

Select	\$	#
--------	----	---

Select	\$	#
--------	----	---

Select	\$	#
--------	----	---

	\$	#
--	----	---

	\$	#
--	----	---



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	AVERYT, CHRIS
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	March 18, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Value blanket award for the as-needed purchase of switchboards for the Waste to Energy Facility.
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility began a Compressed Air System Upgrade in 2023. The new system will decrease reliance on rental generators during plant maintenance outages. New transformers and switchboards are components of that system upgrade that is designed to increase the efficiency of our compressed air system and contribute to our efforts to reduce our carbon footprint. These components will reduce our incoming electrical voltage to meet the lower voltage requirements of other system components. The project is scheduled to be completed in the Spring of 2025.</p> <p>On February 28, 2024, bidding closed on RFQ 6072-24 for the as-needed purchase of 1000kva transformers and 1200a switchboards to support the compressed air system upgrade. Of the four responses received, two vendors were selected for the award of a two-year value blanket; Dykman Inc. and North Coast. The value blanket award for the purchase of switchboards with North Coast will run from April 1, 2024 through March 31, 2026 with a total cost of \$100,000.00 plus tax (\$50,000.00 annually). The transformer purchase will be awarded to Dykman Inc.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$100,000.00</u></p> <p style="padding-left: 20px;">Current year cost: \$50,000.00</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$50,000.00</p> <p>Narrative: <u>This is a one-time cost associated with the facility's compressor and air dryer upgrade project. Parts will be ordered as they are needed for the project. This was planned for in the 2024 and 2025 Solid Waste Disposal budgets.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	

- What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
- 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?
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- 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 is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable

Bid Response Summary

Bid Number RFQ 6072-24
Bid Title Transformer 1000kva and Switchboard 1200a (New or Refurbished), As-Needed
Due Date Wednesday, February 28, 2024 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Open for Bidding
Company North Coast
Submitted By Brad Dewey - Wednesday, February 28, 2024 7:55:21 AM [(UTC-08:00) Pacific Time (US & Canada)]
 bradley.dewey@northcoast.com

Comments

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	#1	ADDENDA Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal. If none were issued enter "0".	0
BACK GROUND AND PURPOSE			
	#1	The City of Spokane Waste to Energy Facility (COSWTEF) is located at 2900 S. Geiger Boulevard, Spokane, WA 99224-5400. COSWTEF works under aggressive deadlines and schedules that require suppliers to provide high service levels. The COSWTEF is initiating this Request for Quotes to solicit bids from vendors who have a proven ability to provide new or refurbished spec'd: Transformer 1000kva and Switchboard 1200a, As-Needed.	I agree and I acknowledge
	#2	Resulting Contract would result in a two-year value blanket to allow City to procure spec'd Transformer and Switchboard, listed on the "Pricing Form" as needed. The City does not bind itself to purchase the full quantities stipulated in the proposal as estimates.	I agree and I acknowledge
	#2.1	In calendar year 2024, COSWTEF is forecasting to purchase quantity once each of the following: Transformer 1000kva and Switchboard 1200a. And in calendar year 2025, COSWTEF is forecasting to purchase quantity once each of the following: Transformer 1000kva and Switchboard 1200a.	I agree and I acknowledge
	#3	Multiple Awards. The City may choose from more than one vendor. Bidders are encouraged to bid on all item types.	I agree and I acknowledge
SUBMISSION OF BIDS			

#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
#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 agree and I acknowledge
#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 agree and I acknowledge
GENERAL CONDITIONS		
#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge
#1.1	EXCEPTION: If you took exception above, upload here.	Transformer_Switchboard.pdf
INTERPRETATION		
#1	INTERPRETATION If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF QUOTES		
#1	WITHDRAWAL OF QUOTES Bidders may withdrawal Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of seventy-five (75) calendar days after the due date.	I agree and I acknowledge
EVALUATION OF QUOTES		

	<p>Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.</p>	<p>I agree and I acknowledge</p>
<p>QUOTING ERRORS</p>		
<p>#1</p>	<p>QUOTING ERRORS When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.</p>	<p>I agree and I acknowledge</p>
<p>REJECTION OF QUOTES</p>		
<p>#1</p>	<p>REJECTION OF QUOTES The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.</p>	<p>I agree and I acknowledge</p>
<p>AWARD OF CONTRACT(s)</p>		
Empty section for award of contract		

#1	Award of contract(s) or purchase(s), when made by City Council as applicable, will be to the Bidder(s) whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE. Any order(s) resulting from award will be submitted by Purchasing. Unsuccessful Bidders will not automatically be notified of Quote results.	I agree and I acknowledge
PAYMENT TERMS		
#1	Payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and I acknowledge
#2	If you took exception to above, explain in detail.	
BIDDER INFORMATION		
#1	Person's Name, Title, Email Address, and Phone Number Submitting Bid	Bradley Dewey, Outside Sale, bradley.dewey@northcoast.com, 509-328-1020
#2	State Person and Phone To Be Contacted By City Concerning Items Bid	Kenny Clark 509-416-5995
ORGANIZATION		
#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	North Coast a Sonepar Company
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		

<p>#1</p>	<p>Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.</p>	<p>I agree and I acknowledge</p>
<p>#2</p>	<p>City of Spokane Business Registration Number</p>	<p>601284416</p>
<p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>		
<p>#1</p>	<p>All materials submitted to the City in response to this competitive procurement shall become the property of the City.</p>	<p>I agree and I acknowledge</p>
<p>#2</p>	<p>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.</p>	<p>I agree and I acknowledge</p>
<p>#3</p>	<p>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.</p>	<p>I agree and I acknowledge</p>

#4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge
ADDITIONAL ITEMS		
#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS		
#1	Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	I Certify No Agreement Was Entered
INTERLOCAL PURCHASE AGREEMENTS		

	#1	<p>The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.</p>	Yes
ACCEPTANCE PERIOD			
	#1	<p>Bidders must provide a minimum of seventy-five (75) Calendar Days for acceptance by the City from the due date for receipt of Bids.</p>	I agree and I acknowledge
CONTRACT PERIOD			
	#1	<p>Contract(s) shall begin upon approval by City Council and terminate two (2) years from the date on the Value Blanket Order. Unit pricing shall remain firm for 12 months from bid due date. Pricing adjustments will be considered on the anniversary of the award based on vendor providing back up documentation.</p>	I agree and I acknowledge
PCB CERTIFICATION			
	#1	<p>In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.</p>	Yes
	#2	<p>As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?</p>	Yes
	#3	<p>If so were PCBs found at a measurable level?</p>	Yes
	#4	<p>If so attach the results or note from whom the results can be obtained.</p>	

#5	Do you have reason to believe the product contains measurable levels of PCBs?	No
#6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
GENERAL INSTRUCTIONS		
#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I agree and I acknowledge
#2	Time is of the essence in the performance of this contract.	I agree and I acknowledge
#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 agree and I acknowledge
#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 agree and I acknowledge
#5	The City reserves the right to accept or reject any part of or all Quotes deemed to be in the best interest of the City. The City may choose from more than one vendor. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
#6	Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
TECHNICAL SPECIFICATIONS		
#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I agree and I acknowledge
#2	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused.	I agree and I acknowledge

#3	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and I acknowledge
#4	Awarded Vendor(s) would be responsible for providing the following items as needed:	Yes
#4.1	Spec'd Transformer 1000kva, as-needed. New or Refurbished.	I agree and I acknowledge
#4.1.1	The configurations on the primary and secondary: 4160 Delta-480Y/277	I agree and I acknowledge
#4.1.2	The Transformer 1000kva dry type: No Brand or model requirements.	I agree and I acknowledge
#4.1.3	Download Technical Specification Sheet 1000kva Transformer from "Documents" tab, complete and upload. If not provided quote may be considered non-responsive. Upload Here	TECHNICAL SPECIFICATIONS Sheet 1000kva Transformer (1).pdf
#4.1.4	Bidder shall upload the "technical data" sheet for the 1000kva Transformer that it is quoting. Should Bidder not provide, quote may be considered non-responsive. Upload Here.	TECHNICAL SPECIFICATIONS Sheet 1000kva Transformer (1).pdf
#4.2	Spec'd Switchboard 1200a, as-needed. New or Refurbished.	I agree and I acknowledge
#4.2.1	The 1200a Switchboard: Nema 1 indoor enclosure	I agree and I acknowledge
#4.2.2	Bidder has reviewed the "New ZR5 Basic Power-Layout11x17" single line drawing for the switch board that is located in the Documents tab.	I agree and I acknowledge
#4.2.3	The 1200a Switchboard: No Brand or model requirements.	I agree and I acknowledge
#4.2.4	Download Technical Specification Sheet 1200a Switchboard from "Documents" tab, complete and upload. If not provided quote may be considered non-responsive. Upload Here	TECHNICAL SPECIFICATIONS Sheet 1200a Switchboard (1).pdf
#4.2.5	Bidder shall upload the "technical data" sheet for 1200a Switchboard that it is quoting. Should Bidder not provide, quote may be considered non-responsive. Upload Here.	TECHNICAL SPECIFICATIONS Sheet 1200a Switchboard (1).pdf
#5	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of valve. Upload Letter Here	Bid RFQ 6072-24 .docx

#6	Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge
#7	Any delivered item that does not meet specifications will not be accepted. If the bidder’s product is unsatisfactory but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City’s option, a new 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 agree and I acknowledge
#8	Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.	I agree and I acknowledge
#8.1	Warranty - New Transformer 1000kva: Bidder shall furnish standard warranty. State warranty:	N/A
#8.2	Warranty – Refurbished Transformer 1000kva: Bidder shall furnish standard warranty. State warranty:	1 YEAR
#8.3	Warranty - New Switchboard 1200a: Bidder shall furnish standard warranty. State warranty:	1 YEAR
#8.4	Warranty – Refurbished Switchboard 1200a: Bidder shall furnish standard warranty. State warranty:	N/A
#9	As applicable, Material Safety Data Sheets / Safety Data Sheets must be included with Bid Proposal. Upload Here	
#10	Federal and State laws governing this product and its final certification must be satisfied.	I agree and I acknowledge
#11	It shall be the Supplier’s responsibility to conform to all Federal Standards for certification.	I agree and I acknowledge
#12	If you took exception to any of the above, explain in detail.	
DELIVERY - F.O.B. Delivery Point		

#1	FOB Delivery Point: Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I agree and I acknowledge
#2	FREIGHT TRANSPORTATION CHARGES. Prepaid and add; and listed as a separate line item on invoices.	I agree and I acknowledge
#3	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and I acknowledge
#4	Deliveries shall be made between 7:30 a.m. and 2:30 p.m. Monday through Friday with the exception of recognized holidays unless arranged in advance.	I agree and I acknowledge
#5	Bidder shall state STANDARD LEAD TIME in calendar days for delivery at WTEF, after receipt of order(s).	Yes
#5.1	New Transformer 1000kva: State lead time in calendar days for delivery at WTEF, upon receipt of order(s):	N/A
#5.2	Refurbished Transformer 1000kva: State lead time in calendar days for delivery at WTEF, upon receipt of order(s):	45 DAYS
#5.3	New Switchboard 1200a: State lead time in calendar days for delivery at WTEF, upon receipt of order(s):	45 DAY
#5.4	Refurbished Switchboard 1200a Transformer 1000kva: State lead time in calendar days for delivery at WTEF, upon receipt of order(s):	N/A
#6	Bidder shall state EXPEDITED LEAD time in calendar days for delivery at WTEF, after receipt of order(s).	Yes
#6.1	New Transformer 1000kva: State expedited lead time in calendar days for delivery at WTEF, upon receipt of order(s):	N/A
#6.2	Refurbished Transformer 1000kva: State expedited lead time in calendar days for delivery at WTEF, upon receipt of order(s):	45 DAY
#6.3	New Switchboard 1200a: State expedited lead time in calendar days for delivery at WTEF, upon receipt of order(s):	45 DAY
#6.4	Refurbished Switchboard 1200a: State expedited lead time in calendar days for delivery at WTEF, upon receipt of order(s):	N/A
#7	If you took exception to any of the above, explain in detail.	
PRICING		

<p>#1</p>	<p>Sales Tax: The City will apply applicable tax to Bidder’s response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.</p>	<p>I agree and I acknowledge</p>
<p>#2</p>	<p>Quantities shown on “Pricing Form” are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.</p>	<p>I agree and I acknowledge</p>
<p>#2.1</p>	<p>Evaluating: As a cost comparison we will be reviewing unit pricing and lead times. The City reserves the right to place as needed orders that may be comprised of either-or, or a combination of new or refurbished. The City may choose from more than one vendor. Bidders are encouraged to bid on all item types.</p>	<p>I agree and I acknowledge</p>
<p>#3</p>	<p>Enter Pricing on the “Pricing Tab” . Unit Pricing Should Not Include Tax.</p>	<p>I agree and I acknowledge</p>
<p>#4</p>	<p>Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation.</p>	<p>I agree and I acknowledge</p>
<p>#4.1</p>	<p>Any proposed price increases must be fully documented and justified by the Supplier clearly identify the items impacted by the increase and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's documentation.</p>	<p>I agree and I acknowledge</p>
<p></p>	<p></p>	<p></p>

#4.2	All price adjustments must be agreed on by both parties. Supplier must request pricing adjustment in writing and cannot be applied retroactively to orders already placed with the Supplier. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	I agree and I acknowledge
#4.3	Price adjustments cannot be applied retroactively to orders already placed with the Supplier. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	I agree and I acknowledge
#4.4	Adjustments to pricing shall be to not produce a higher profit margin.	I agree and I acknowledge
#4.5	The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City. *	I agree and I acknowledge
#5	PRICE DECREASES: During the contract period, any price decreases obtained by Contractor shall be reflected in a contract price reduction to the Purchaser retroactive to the Contractor's effective date.	I agree and I acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	CITY OF SPOKANE RFQ6072-24.pdf

Pricing Responses

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

Estimated quantities are for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

Standard Lead Time	New Transformer 1000kva. Standard Lead Time, Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Unit Price Each:	Base	Per Each Transformer	1.00
--------------------	--	------	----------------------	------

Standard Lead Time	Refurbished Transformer 1000kva. Standard Lead Time, Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Unit Price Each:	Base	Per Each Transformer	1.00
-----------------------	---	------	-------------------------	------

Standard Lead Time	<p>New Switchboard 1200a. Standard Lead Time, Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Unit Price Each:</p>	Base	Per Each Switchboard	1.00
-----------------------	---	------	-------------------------	------

Standard Lead Time	Refurbished Switchboard 1200a. Standard Lead Time, Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Unit Price Each:	Base	Per Each Switchboard	1.00
-----------------------	---	------	-------------------------	------

Expedited Lead Time	New Transformer 1000kva. Expedited Lead Time, Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Unit Price Each:	Base	Per Each Transformer	1.00
------------------------	---	------	-------------------------	------

Expedited Lead Time	Refurbished Transformer 1000kva. Expedited Lead Time, Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Unit Price Each:	Base	Per Each Transformer	1.00	\$45,410.588	\$45,410.59
------------------------	---	------	-------------------------	------	--------------	-------------

Expedited Lead Time	<p>New Switchboard 1200a. Expedited Lead Time, Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Unit Price Each:</p>	Base	Per Each Switchboard	1.00	\$40,862.667	\$40,862.67
------------------------	--	------	-------------------------	------	--------------	-------------

Expedited Lead Time	Refurbished Switchboard 1200a. Expected Lead Time, Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Unit Price Each:	Base	Per Each Switchboard	1.00
------------------------	---	------	-------------------------	------

Standard Ground Freight Cost	Unit Freight Cost to be incurred for standard ground delivery a quantity one of Transformer 1000kva, to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA, 99224- 5400. Unit Freight Cost "per" each transformer should not include tax. Unit Freight Cost shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Freight Cost To Be Incurred Cost Per Transformer.	Base	FreightCost Per Each Transformer	1.00	\$0.00	\$0.00	5-7 day service to deliver
---------------------------------------	--	------	--	------	--------	--------	----------------------------------

Standard Ground Freight Cost	<p>Unit Freight Cost to be incurred for standard ground delivery a quantity one of 1200a Switchboard, to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA, 99224- 5400. Unit Freight Cost "per" each transformer should not include tax. Unit Freight Cost shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Freight Cost To Be Incurred Cost Per Switchboard:</p>	Base	FreightCost Per Each Switchboard	1.00	\$0.00	\$0.00	5-7 day service to deliver
---------------------------------------	--	------	--	------	--------	--------	----------------------------------

Expedited Freight Cost	<p>Unit Freight Cost to be incurred for expedited delivery a quantity one of Transformer 1000kva, to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA, 99224-5400. Unit Freight Cost "per" each transformer should not include tax. Unit Freight Cost shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Freight Cost To Be Incurred Cost Per Transformer:</p>	Base	FreightCost Per Each Transformer	1.00
------------------------	---	------	----------------------------------	------

<p>Expedited Freight Cost</p>	<p>Unit Freight Cost to be incurred for expedited delivery a quantity one of 1200a Switchboard, to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA, 99224- 5400. Unit Freight Cost "per" each switchboard should not include tax. Unit Freight Cost shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Freight Cost To Be Incurred Cost Per Switchboard:</p>	<p>Base</p>	<p>FreightCost Per Each Switchboard</p>	<p>1.00</p>
<p>Total Base Bid \$86,273.26</p>				

RFQ 6072-24, TECHNICAL SPECIFICATIONS: 1000kva Transformer

It is the intent of these specifications to describe Specification that must be met. Exceptions to minimum specifications will be evaluated and City will make final determination if product bid is equivalent and will be approved. Bidder must acknowledge each specification shown in "Minimum Specifications Called" as follows:

A. "To Be Supplied" Column"

Bidder will initial when the product offered is equal to or better than the individual specification.

B. "Exceptions" Column"

Explain all exceptions to specification as stated. NOTE: All equivalents (substitutes) require explanation.

(Use additional paper with reference to item number and respective question (number)).

ITEM	MINIMUM SPECIFICATIONS CALLED FOR	TO BE SUPPLIED / CAN COMPLY	EXCEPTIONS
1	1000KVA Dry Type Transformer		
2	Nema Type 1 Indoor Enclosure		
3	Primary Volts - 4160V		
4	Secondary Volts - 480V		
5	60Hz		
6	Windings - CU		
7	Impedance 5-6%		
8	Minimum 10KV BIL		
9	Maximum 115 deg C rise		
10	Size Within Max Dimensions 72"W x 72"D x 96"T		
11	Lead Time Max of 6 weeks after receipt of order		
12	Minimum 1 year warranty		
13	New		
14	Refurbished		
15	Bidder provided "Technical Data" sheet for the 1000kva Transformer that it is bidding with it bid response		



Quote To:
North Coast Electric Company

#	Description	Count
1	<p>3-Phase Unit Substation Dry-Type Transformer</p> <p>Reconditioned 1000/1333 kVA 3-Ph Dry-Type Transformer High Voltage: 4160 D, 60 kV BIL Low Voltage: 480 Y 277, 30 kV BIL Taps: 4368, 4264, 4160, 4056, 3952 HV Termination: (3) Cable HV Termination: Exposed/Side ANSI 4 LV Termination: (3) 4-Hole Spades LV Termination: Exposed/Side ANSI 2 LV Neutral Termination: (1) 4-Hole Spades LV Neutral Termination: Exposed/Side ANSI 2 Frequency: 60 Hz %IZ: 6.09 Temperature Rise: 80°C Cooling Class: AA/FA Conductor: Cu / Cu Enclosure: Indoor NEMA 1</p> <p>A. Cabinet Height 94.3" B. Cabinet Width 84" C. Cabinet Depth 57.2" D. C&C Height 66" E. C&C Width 63.1" F. C&C Depth 41" G. HV Bus Height 57" H. LV Bus Height 85.5" I. Minimum Height 85.5" J. Minimum Width 63.1" K. Minimum Depth 41" Core & Coil Weight 5623 lbs. Total Weight 7820 lbs.</p> <p>Shipping: Free within contiguous US, CPT plant (5-7 day service) Warranty: 1 Year Lead Time: Ships within 4-6 weeks after release</p>	1



Price valid until March 28, 2024. Stock is subject to prior sale. Pay terms on this quote are contingent on an established account in good standing. It is Buyer's responsibility to verify conformity to any and all specifications. Exceptions and clarifications provided by MIT are not confirmations of conformity to any written, or verbally communicated specifications. Sales taxes may apply unless exemption certificate is provided. MIT's Standard Terms & Conditions apply: www.maddoxtransformer.com/documents

#	Description
---	-------------

Price valid until March 28, 2024. Stock is subject to prior sale. Pay terms on this quote are contingent on an established account in good standing. It is Buyer's responsibility to verify conformity to any and all specifications. Exceptions and clarifications provided by MIT are not confirmations of conformity to any written, or verbally communicated specifications. Sales taxes may apply unless exemption certificate is provided. MIT's Standard Terms & Conditions apply: www.maddoxtransformer.com/documents

RFQ 6072-24, TECHNICAL SPECIFICATIONS: 1200A Switchboard

It is the intent of these specifications to describe Specification that must be met. Exceptions to minimum specifications will be evaluated and City will make final determination if product bid is equivalent and will be approved. Bidder must acknowledge each specification shown in "Minimum Specifications Called" as follows:

A. "To Be Supplied" Column"

Bidder will initial when the product offered is equal to or better than the individual specification.

B. "Exceptions" Column"

Explain all exceptions to specification as stated. NOTE: All equivalents (substitutes) require explanation.

(Use additional paper with reference to item number and respective question (number)).

ITEM	MINIMUM SPECIFICATIONS CALLED FOR	TO BE SUPPLIED / CAN COMPLY	EXCEPTIONS
1	Low Voltage Switchboard 1200A		
2	Nema Type 1 Indoor Enclosure		
3	Voltage 480V		
4	3 Phase 3 Wire		
5	60Hz		
6	Buss CU		
7	1 – 1000A Adjustable Instantaneous Trip CB		
8	1 – 200A Adjustable Instantaneous Trip CB		
9	Size Within Max Dimensions 42" W x 60" D x 96"T		
10	Lead Time Max of 6 weeks		
11	Minimum 1 year warranty		
12	New		
13	Refurbished		Quoting new factory assembled from our Kent WA plant .
14	Bidder provided "Technical Data" sheet for the 1200A Switchboard that it is bidding with it bid response		

ACCESS TO: Front Only	PHASE: 3P3W
CLASS: 1	AMPERE: 1200A
LABEL: U/L SE	BUS MTL: Cu 1000A/in ²
VOLTAGE: 480V	PLATE: Silver Plate
STYLE: ReliaGear	RATING: Fully Rated
BUS BRACING (RMS SYM):	65000A
DEV.MIN.INT.RATING (RMS SYM):	65000A

SwitchBoard / Device Information

Circuit No.	Device	Trip Amps	Sensor Amps	Poles	Nameplates	Lugs/Cable Size	Notes
1	XT7H	1000	1000	3		(4) - 4/0 - 500 MCM CU - Mech. AL	9
2	XT4H	200	250	3		(1) - 3/0 - 350 MCM CU - Mech. AL	9,11
Main	XT7H	1200	1200	3			7,8,10

NOTES:

1. Equipment ground bus furnished with lugs.
2. Copper ground bus furnished.
3. Switchboard furnished with Nameplates.
4. All Nameplates to be fastened with screws.
5. Switchboard furnished with hinged gutter covers.
6. Switchboard furnished with fully rated panel.
7. Device is furnished with RELT (Reduced Energy Let Through).
8. Device requires RELT or ZSI feature if Authority having jurisdiction has adopted NEC 2014 code requirements.
9. Device Furnished with Ekip DIP (LSI) Programmer.
10. Device Furnished with Ekip Touch (LSI) Programmer.
11. Device programmer LT target set @ 0.8 for 200A trip.
12. Estimated total factory connected wiring points for the lineup 24.
13. Estimated shipping weight for the lineup is 697 lbs.

PROJECT NAME : CITY OF SPOKANE 6072-24
CUSTOMER: NORTH COAST ELECTRIC COMPANY, PASCO

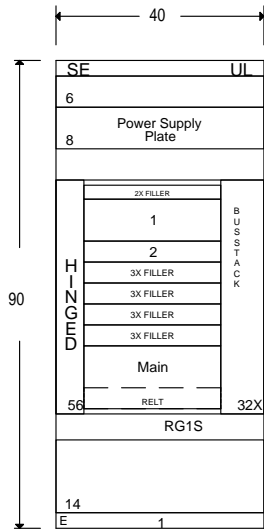


DRAWING TITLE: Device Information
CREATED BY: Clark, Kenny
DATE: 2/27/2024
REVISION NO.:

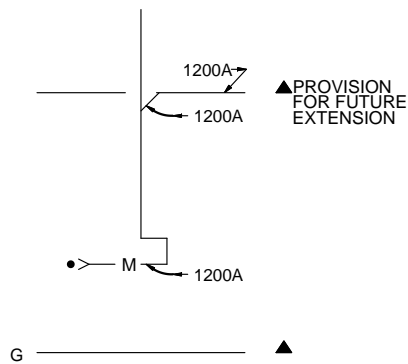
PRODUCT NAME:
ReliaGear
Switchboard

DRAWING NO:	
ITEM NO:	1
MARKS:	MSB
QUOTE NO:	UB3-00004354
SHEET:	1 of 3

ACCESS TO: Front Only	PHASE: 3P3W
CLASS: 1	AMPERE: 1200A
LABEL: U/L SE	BUS MTL: Cu 1000A/in ²
VOLTAGE: 480V	PLATE: Silver Plate
STYLE: ReliaGear	RATING: Fully Rated
BUS BRACING (RMS SYM):	65000A
DEV.MIN.INT.RATING (RMS SYM):	65000A



697 lbs
(Est.)
FRONT VIEW



BUSSING DIAGRAM
● (4) 4/0 - 500 MCM CU
MECHANICAL AL
PER PHASE

PROJECT NAME :
CITY OF SPOKANE 6072-24

CUSTOMER:
NORTH COAST ELECTRIC COMPANY, PASCO

ABB

DRAWING TITLE: Front View/
Bussing

CREATED BY: Clark, Kenny

DATE: 2/27/2024

REVISION NO.:

PRODUCT NAME:
**ReliaGear
Switchboard**

DRAWING NO:

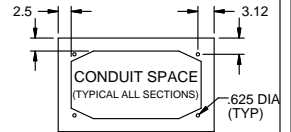
ITEM NO: 1

MARKS: MSB

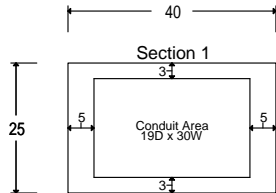
QUOTE NO: UB3-00004354

SHEET: 2 of 3

ACCESS TO: Front Only	PHASE: 3P3W
CLASS: 1	AMPERE: 1200A
LABEL: U/L SE	BUS MTL: Cu 1000A/in ²
VOLTAGE: 480V	PLATE: Silver Plate
STYLE: ReliaGear	RATING: Fully Rated
BUS BRACING (RMS SYM):	65000A
DEV.MIN.INT.RATING (RMS SYM):	65000A

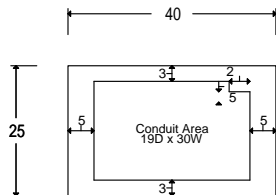


Top Conduit Area



Front Plan View

Bottom Conduit Area



Front Plan View

PROJECT NAME : CITY OF SPOKANE 6072-24
CUSTOMER: NORTH COAST ELECTRIC COMPANY, PASCO



DRAWING TITLE: Conduit View
CREATED BY: Clark, Kenny
DATE: 2/27/2024
REVISION NO.:

PRODUCT NAME:
ReliaGear
Switchboard

DRAWING NO:	1
ITEM NO:	MSB
MARKS:	UB3-00004354
QUOTE NO:	3 of 3
SHEET:	



Expiration Date 03 29 2

Quotation

TO
 CITY OF SPOKANE PUCHASING DEPARTMEN
 808 W SPOKANE FALLS BLVD
 5TH FLOOR
 SPOKANE, WA 99201-3333

Project Info
 Project: CITY OF SPOKANE RFQ 6072-24
 Job #: 83274
 Bid Date: 02/28/24
 Bid Time: 02:00 PM PST
 Quoter: Kenny Clark

Type	Quantity	Vendor	Description	Unit or Lot	Unit Price	Ext Price
6 WEE S ARO	1		1000KVA 4160 X 480V DRY TYPE TRANSFORMER	Unit	45,410.588/EA	45,410.59
6 WEE S ARO	1		1200A 480V 3PH3W N1 POWER PANEL	Unit	40,862.667/EA	40,862.67

Quotations are Net without written consent of North Coast Electric Company. Quotations are valid for the day of quote unless modified by authorized representative of Seller below. The price offered in this bid reflects Seller being awarded an order for the complete bid package. Purchaser's failure to award a complete order may result in the Seller withdrawing this bid or adjusting the price and other terms. North Coast Electric Company reserves the right to consolidate shipments to best comply with Manufacturer's prepaid terms. Any requirement to "Split Ship" may result in additional freight charges at Purchaser's expense.

FOB: FOB SHIP POINT
 Freight: No Freight allowed unless noted otherwise
 Deliveries may include Fuel Surcharge
 Some Items may include sales tax. Some product may require a full, or partial payment upon order entry or release.

THIS QUOTE IS CONDITIONED ON BUYER'S ACCEPTANCE OF NORTH COAST ELECTRIC COMPANY'S STANDARD TERMS AND CONDITIONS APPLYING TO ALL SALES SET OUT IN FORM NC055 AVAILABLE AT
[HTTPS://WWW.NORTHCOASTELECTRIC.COM/TERMSANDCONDITIONS](https://www.northcoastelectric.com/termsandconditions) OR UPON REQUEST.

From
 319 NORTH COAST ELECTRIC
 MAIN PHONE 509-547-9514
 1928 WEST A. STREET
 PASCO, WA 99301-5192
 Printed By: Kenny Clark

Total	86,273.26
--------------	------------------

Notes

Bill of Material(s)

Item No.	Quantity	Description
1	1	Switchboard, ReliaGear AV1 Marks: MSB
		1 Section(s) Service Entrance
		Estimated Shipping Weight:704 lbs
1		Service Entrance Labeling 3P3W/480V/60Hz 1200A 65 kAIC Fully Rated Incoming Feed: Bottom Incoming Left Feeding Right Type 1 Enclosure Front Only Access
1		Hinged Wire Gutter Cover
1		ReliaGear Switchboard Lineup Estimated total factory connected wiring points for the lineup 24
1		Group Mounted Main ReliaGear Panel Section 40W 30D 90H (Est.) lbs 704
1		Bus Bracing 65000 AIC
1		Copper Bus 1000 A/Sq. in.
1		Ground: Equipment U/L With Lugs
		Main Breaker
1		1200A 3 Pole XT7H1200 (1200A Frame) Manually Operated MAIN Programmer(EKIP Touch) LSI
1		Junction Box and Cable
1		RELT
		Feeders
1		1000A 3 Pole XT7H1000 (1000A Frame) Manually Operated Programmer (EKIP DIP) LSI
4		Mechanical AL Load Lugs
1		200A 3 Pole XT4H250 (250A Frame) Manually Operated Programmer (EKIP DIP) LSI
1		Mechanical AL Load Lugs
		Monitoring/Control Devices
1		Power Supply Plate
		Others
3		Engraved Nameplates
3		Screw-On Nameplates

Bill of Material(s)

Item No.	Quantity	Description
		Others
	1	Lifting Brackets
	1	Reliagear (C/B feeders only) 40X Bus Stack
	9	Equipment Ground Lugs
	1	Ground Lug



Quote To:
North Coast Electric Company

#	Description	Count
1	<p>3-Phase Unit Substation Dry-Type Transformer</p> <p>Reconditioned 1000/1333 kVA 3-Ph Dry-Type Transformer High Voltage: 4160 D, 60 kV BIL Low Voltage: 480 Y 277, 30 kV BIL Taps: 4368, 4264, 4160, 4056, 3952 HV Termination: (3) Cable HV Termination: Exposed/Side ANSI 4 LV Termination: (3) 4-Hole Spades LV Termination: Exposed/Side ANSI 2 LV Neutral Termination: (1) 4-Hole Spades LV Neutral Termination: Exposed/Side ANSI 2 Frequency: 60 Hz %IZ: 6.09 Temperature Rise: 80°C Cooling Class: AA/FA Conductor: Cu / Cu Enclosure: Indoor NEMA 1</p> <p>A. Cabinet Height 94.3" B. Cabinet Width 84" C. Cabinet Depth 57.2" D. C&C Height 66" E. C&C Width 63.1" F. C&C Depth 41" G. HV Bus Height 57" H. LV Bus Height 85.5" I. Minimum Height 85.5" J. Minimum Width 63.1" K. Minimum Depth 41" Core & Coil Weight 5623 lbs. Total Weight 7820 lbs.</p> <p>Shipping: Free within contiguous US, CPT plant (5-7 day service) Warranty: 1 Year Lead Time: Ships within 4-6 weeks after release</p>	1



#	Description
---	-------------

Price valid until March 28, 2024. Stock is subject to prior sale. Pay terms on this quote are contingent on an established account in good standing. It is Buyer's responsibility to verify conformity to any and all specifications. Exceptions and clarifications provided by MIT are not confirmations of conformity to any written, or verbally communicated specifications. Sales taxes may apply unless exemption certificate is provided. MIT's Standard Terms & Conditions apply: www.maddoxtransformer.com/documents

TERMS AND CONDITIONS OF SALE

General Policies and Conditions

1. This Proposal is offered subject to the following: 1) attached TERMS AND CONDITIONS OF SALE, 2) an executed Master Supply Agreement ("MSA"), and 3) ABB Inc.'s current general Terms and Condition of Sale. Any conflict among the documents comprising the terms of this Proposal shall be resolved in accordance with the following order of precedence: (i) an executed MSA incorporating the following Terms and Conditions of Sale (ii) attached TERMS AND CONDITIONS OF SALE incorporating ABB Inc. General Terms and Conditions of Sale (iii) or ABB Inc. General Terms and Conditions of Sale. Non-ABB preprinted PO terms have no force and/or effect and are hereby rejected by ABB.
2. Buyer represents and warrants that there are no federal, state, or local (collectively "Governmental") contracting provisions, regulations, flow-downs, or requirements that apply to this transaction, including without limitation any Governmental domestic preference or prevailing wage, other than such terms that have been disclosed and agreed to by Seller in writing. Buyer assumes sole responsibility for any costs associated with non-compliance of terms not agreed by Seller in writing. Unless expressly provided in writing, Seller makes no representation that the quoted product(s) or service(s) comply with any Governmental contracting provisions and regulations.
3. This proposal expires in 30 calendar days, unless terminated sooner by notice. This proposal is not inclusive of taxes of any kind, unless explicitly stated.
4. Orders not requiring engineered drawings for approval must be released by Buyer for manufacture within 90 days of PO receipt. If engineered drawings are required, they must be returned and approved by Buyer for release within 60 days of mailing. If not, and/or shipment is delayed for any reason the price will increase by 1.5% for each partial/full month that shipment release is delayed after the 90-day period. If project is delayed 6 months or more after PO receipt, project will be repriced based off current market values.
5. For MV Transformers (including Padmount, Substation, & Power transformers), refer to the factory proposal for applicable terms and conditions including, but not limited to quote validity, price validity, escalation, warranty, cancellation, estimated delivery, and freight terms.

Payment Terms

1. Net 30 days from the date of invoice
2. For projects up to \$1,000,000 net, terms of payment are 100% upon invoicing.
3. If project value exceeds \$1,000,000 net, progress payments are required payable at the following milestones. These milestones will be applied at a line-item level and will be tailored to the project schedule.
 - 20% upon delivery of drawings
 - 30% upon release of equipment
 - 50% upon shipment

Warranty

1. The warranty for Products shall expire one (1) year from date of installation or eighteen (18) months after date of shipment, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software related Services are warranted for ninety (90) days.
2. Additional 12 months available for 2% adder, 24 months for 4% adder. Engage ABB representative if longer durations are needed.
3. All warranty claim remedies are provided under the General Terms and Conditions of Sale, or any applicable MSA, whichever is applicable between the parties.

Order Cancellation – Schedule of Charges

1. 10% - Order received.
2. 30% - Drawings for approval submitted, if required.
3. 50% - Revisions to approval drawings submitted, if required.
4. 80% - Order released for manufacturing and shipment.
5. 100% - Production started.

Delivery and Transportation

1. CPT/FCA ABB's facility, place of manufacture or warehouse (Incoterms 2020). Title and risk of loss passes upon shipment.
2. ABB will assume the risk of loss or damage to the destination for a 2% adder (but not less than \$500 net) applied to the total price of the equipment. "Destination" is defined as ABB's common carrier's delivery point nearest first destination or point of export within the continental U.S.
3. Transportation and handling are prepaid and billed, unless otherwise noted in this quotation or MSA.
4. Shipment via Air or Open Top/Flatbed/Lift gate truck not included unless specifically listed herein.
5. Special Instruction - The Receiving Associate is required to sign, date, and note specific visible or concealed damage on Bill of Lading at time of delivery. Freight Company Associate is required to witness Receiver's signature, date, and damage claim annotations. ABB's Post Sales Service Department must be provided with copy of annotated BOL within five (5) days of delivery or Shipper's responsibility ends.

Other Notes

1. Standard factory test procedures will be performed. Customer inspections, customer witness tests, and any other non-standard test procedures are not included unless specifically noted herein.
2. The accompanying Bill of Material is our interpretation of what is required to meet the intent of the listed Drawings and Specifications. Please review thoroughly for accuracy and completeness and advise immediately if any revisions are required. This proposal is limited to the attached Bill of Material only. Selective coordination of the system should be verified by a qualified engineer and may require changes to the design, Bill of Material, and price.
3. The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as, of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract terms and conditions / purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract / purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities, and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract / purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract / purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.



ABB INC. GENERAL TERMS AND CONDITIONS OF SALE

(2022-01 U.S.)

1. General.

The terms and conditions contained herein, together with any additional or different terms contained in ABB's proposal, quotation and/or invoice ("Proposal"), if any, submitted to Purchaser (which Proposal, Policies, Addendum(s), if any, submitted to Purchaser shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all prior communications and agreements regarding the purchase order. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. As used herein, the term "Purchaser" shall also include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user.

2. Prices.

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All quoted prices are subject to revision at any time in the event of any increase in raw material, energy costs or governmental actions such as tariffs.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

(d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

3. Payment.

(a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.

(b) If in the judgment of ABB, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written

notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

4. Changes.

(a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

5. Delivery.

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten (10) days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

6. Title & Risk of Loss.

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement. With respect to a purchase order that obligates ABB to complete the installation of purchased Equipment, risk of loss for the Equipment shall pass from ABB to Purchaser at the earlier of the time Purchaser puts the installation to its specified purpose or until the completion of the installation pursuant to this Agreement.

7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.

(b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the purchase order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies.

(a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that

Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and Spare Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) **Equipment and Services Remedy.** If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) **Exceptions.** ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) **Software Warranty and Remedies.** ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.**

9. Intellectual Property Infringement.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. **THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.**

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

10. Waiver of Consequential Damages.

In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages.

11. Limitation of Liability.

(a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed the purchase order price.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one (1) year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

(d) The rights and remedies of the parties contained under these terms and conditions shall be sole and exclusive.

12. Laws and Regulations.

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise,

shall be conducted only in the state or federal courts functioning in the State of New York, Manhattan County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

13. OSHA.

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

14. Software License. (a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

15. Intellectual Property, Inventions and Information.

(a) "Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the medium of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable or subject to other forms of protection.

(b) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

16. Force Majeure.

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics (including any variations), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with

government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

17. Cancellation.

Special order, custom designed, and made-to-order Equipment are non-cancelable and non-returnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ABB for work not completed, and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

18. Termination.

(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.

(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions.

19. Export Control.

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder, and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

20. Bribery and Corruption.

(a) Purchaser hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of Seller or any other party in a manner contrary to applicable laws (including but not limited to the Corruption of Foreign Public Officials Act (Canada), the Foreign Corrupt Practices Act (United States) and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

(b) Nothing hereunder shall render Seller liable to reimburse Purchaser for any such consideration given or promised.

(c) Purchaser's material violation of any of the obligations contained in Section 19(a) above may be considered by Seller to be a material breach hereunder and shall entitle Seller to terminate this agreement with immediate effect and without prejudice to any further right or remedies on the part of Seller hereunder or applicable law. Purchaser shall indemnify Seller for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations and termination of this agreement.

(d) Purchaser understands that Seller's Code of Conduct is available for consultation online at <http://www.abb.com/integrity>. Purchaser agrees to perform its contractual obligations hereunder with substantially similar standards of ethical behavior as those found in Supplier's Code of Conduct.

(e) Seller has established the following reporting channels where Purchaser and its employees may report suspected violations of applicable laws, policies or standards of conduct:

(Web portal: www.abb.com/integrity)

(Telephone: number specified on the above Web portal)

(Mail: address specified on the above Web portal)

21. Assignment.

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

22. Nuclear.

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

23. Resale.

If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

24. Environmental, Health and Safety Matters.

(a) Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.

(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.

(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.

(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such

documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions.

(g) ABB shall promptly notify Purchaser if ABB becomes aware of: (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.

(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.

(i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

25. Confidentiality.

a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered ABB's Confidential Information.

(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who: (i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.

(c) The obligations under this Article 24 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

(d) As to any individual item of Confidential Information, the restrictions

under this Article 24 shall expire five (5) years after the date of disclosure. This Article 24 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

26. Non-Survival.

The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

27. Entire Agreement.

This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, Policies, Addendum(s), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, Policies, and/or Addendum(s) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, Policies, Addendum(s) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

28. US Government Contracts.

(a) This Article 28 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

(b) Purchaser agrees that all Equipment and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Purchaser agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under ABB's Software License. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment is unknown unless otherwise specifically stated by ABB in this Agreement. Purchaser agrees any Services offered by ABB are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Agreement.

(c) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Purchaser is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Purchaser agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the purchase order price.

29. Data Protection.

(a) The parties agree that the protection of Personal Data is very important. If Purchaser discloses Personal Data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from ABB in the course of receiving the Equipment or Services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of Personal Data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.

Bid RFQ 6072-24 (Transformer 1000kva and Switchboard 1200a (New or Refurbished))

All equipment being provided by North Coast Electric

North Coast

4216 E Main Ave

Spokane, WA 99202

Switchboard being provided by ABB

ABB Inc Corporate

Headquarters 305

Gregson Drive Cary, NC 27511

Transformer being provided by Maddox

Maddox Transformers

230 West E Street

Moscow, ID 83843

Author Note

Include any grant/funding information and a complete correspondence address.

Abstract

The abstract should be one paragraph of between 150 and 250 words. It is not indented. Section titles, such as the word Abstract above, are now to use bold heading format. References, Footnotes, and Figure section titles should also be written in bold. To do this, use the **Section Title** style. This style automatically starts your section on a new page, so you don't have to add page breaks. Note that all of the styles for this template are available on the **Home** tab of the ribbon, in the Styles dropdown menu.

Keywords: Add keywords here.

Paper Title in Bold at the Top of Page 2

Begin your paper with the paper title at the top of the first page of text. Your title acts as a default Level 1 heading; therefore, it is centered and in bold. Don't use "Introduction" as your heading as it's assumed the introduction text will be at the beginning of your paper. The body uses a half-inch first line indent and should be double-spaced. APA style provides for up to five heading levels, shown in the paragraphs that follow.

Level 1 Heading

Heading levels 1-3 get their own paragraph, as shown. Headings 4 and 5 are run-in headings used at the beginning of the paragraph. Include a period at the end of a run-in heading. Double-space all text, including headings. Use descriptive headings to help readers identify sections of your paper.

Level 2 Heading1

To add a table of contents (TOC), apply the appropriate heading style to just the heading text at the start of a paragraph and it will show up in your TOC. To do this, select the text for your heading. Then, on the **Home** tab, in the **Styles** gallery, click the style you need.

Level 3 Heading

If needed, you can include consecutive paragraphs with their own headings, where appropriate. For APA Style formatting, type your own references. To correctly format a reference page according to APA Style guidelines, see page five.

Level 4 Heading. When using headings, don't skip levels. If you need a heading 3, 4, or 5 with no text following it before the next heading, add a period at the end of the heading and start a new paragraph for your subheading and its text. When citing any quote or text that consists of three or more lines, APA guidelines call for block-quote format:

Create a new paragraph to begin the block-quote. Double-space each line of text, as you have done with headings, section labels, and paragraphs of paraphrased text. To correctly

format a block-quote, indent each line of the text to one-half inch. Remember to always cite your source (Last Name, Year).

Last Name (Year) citations can be used when writing a paper in narrative form. Parenthetical citations are also appropriate (Last Name, Year).

Level 5 Heading. Like all sections of your paper, references start on their own page, like the page that follows this one. All in-text citations should also be included your references.

References

Last Name, A. B. (Year). Article Title. *Journal Title*, Pages #-#. URL. [URL](#).

Last Name, C. D. (Year). *Book Title* *Book Title* [URL](#).

Last Name, D. E., Last Name, F. G. (Year). *Report Title* *Report Title* [URL](#).

Last Name, H. I. (Year, Month Day). Article Title/Headline. *Periodical*. *Periodical*.

Organization Name. (Year, Month Day). *Webpage Title*. [URL](#).

Footnotes

¹For APA reports, add footnotes manually on their own page following references. Do not use the **Insert Footnotes** method on the **References** tab as they will not be formatted correctly. For APA formatting requirements, it's easier to type your own footnote references and notes. To format a footnote reference, select the number and then, on the **Home** tab, in the **Styles** gallery, click **Footnote Reference**. The body of a footnote, such as this example, uses the **Normal** text style. If you delete this sample footnote, don't forget to delete its in-text reference at the end of the sample Heading 2 paragraph on the first page of body content in this template.

Tables

Table 1

Table Title

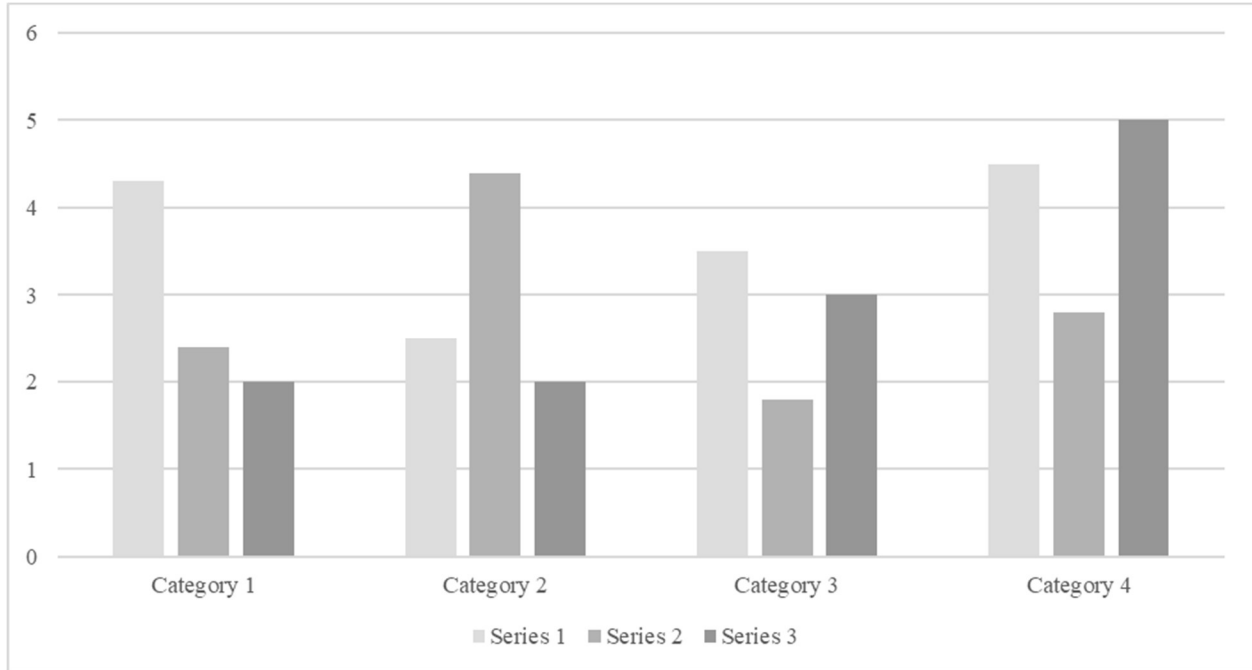
Column Head	Column Head	Column Head	Column Head	Column Head
Row Head	123	123	123	123
Row Head	456	456	456	456
Row Head	789	789	789	789
Row Head	123	123	123	123
Row Head	456	456	456	456
Row Head	789	789	789	789

Note: Place all tables for your paper in a tables section, following references and footnotes. Start a new page for each table, include a table number and table title for each, as shown. All explanatory text appears in a table note that follows the table, like this one. Use the **Table/Figure** style, available on the **Home** tab, in the **Styles** gallery, to get the spacing between table and note. Tables in APA format can use single or 1.5 line spacing. Include a heading for every row and column, even if the content seems obvious. A default table style has been set up for this template that fits APA guidelines. To insert a table, on the **Insert** tab, click **Table**.

Figures Title

Figure 1.

Include all figures in their own section, following references, footnotes, and tables. Include a numbered caption for each figure. Use the Table/Figure style for easy spacing between figure and caption.



For additional information on APA Style formatting, please consult the [APA Style Manual, 7th Edition](#).



Agenda Sheet for City Council:

Committee: PIES **Date:** 03/18/2024

Committee Agenda type: Consent

Date Rec'd 3/6/2024

Clerk's File # OPR 2024-0241

Renews #

Cross Ref #

Council Meeting Date: 04/08/2024

Submitting Dept	SOLID WASTE DISPOSAL	Project #	
------------------------	----------------------	------------------	--

Contact Name/Phone	DAVID PAINE 625-6878	Bid #	RFQ 6072-24
---------------------------	----------------------	--------------	-------------

Contact E-Mail	DPAINE@SPOKANECITY.ORG	Requisition #	RN 256000
-----------------------	------------------------	----------------------	-----------

Agenda Item Type	Purchase w/o Contract		
-------------------------	-----------------------	--	--

Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

Agenda Item Name	4490 VB FOR THE PURCHASE OF 1000KVA TRANSFORMERS		
-------------------------	--	--	--

Agenda Wording

Two year value blanket award to Dykman, Inc. (Spokane Valley, WA) for the purchase of 1000kva transformers at the Waste to Energy Facility from 4/1/24-3/31/26 with a total cost of \$120,000.00 plus tax (\$60K annually).

Summary (Background)

The Waste to Energy Facility began a Compressed Air System Upgrade in 2023. New transformers and switchboards are needed in order to meet the voltage requirements for the project. On February 28, 2024, bidding closed on RFQ 6072-24 for the as-needed purchase of these items. Of the four responses received, two vendors were selected for the award of a two-year value blanket; Dykman Inc. and North Coast. The value blanket for the purchase of 1000kva transformers will be awarded to Dykman, Inc.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 120,000.00
------------	---------------

Current Year Cost	\$ 60,000.00
-------------------	--------------

Subsequent Year(s) Cost	\$ 60,000.00
-------------------------	--------------

Narrative

This is a one-time cost associated with the facility's compressor and air dryer upgrade project. Parts will be ordered as they are needed for the project. It was planned for in the 2024 and 2025 Solid Waste Disposal budgets.

Amount

Budget Account

Expense	\$ 120,000.00	# 4490-44900-37148-54803
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	AVERYT, CHRIS
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	March 18, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Value blanket award for the as-needed purchase of transformers for the Waste to Energy Facility.
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility began a Compressed Air System Upgrade in 2023. The new system will decrease reliance on rental generators during plant maintenance outages. New transformers and switchboards are components of that system upgrade that is designed to increase the efficiency of our compressed air system and contribute to our efforts to reduce our carbon footprint. These components will reduce our incoming electrical voltage to meet the lower voltage requirements of other system components. The project is scheduled to be completed in the Spring of 2025.</p> <p>On February 28, 2024, bidding closed on RFQ 6072-24 for the as-needed purchase of 1000kva transformers and 1200a switchboards to support the compressed air system upgrade. Of the four responses received, two vendors were selected for the award of a two-year value blanket; Dykman Inc. and North Coast. The value blanket award for the purchase of transformers with Dykman Inc. will run from April 1, 2024 through March 31, 2026 with a total cost of \$120,000.00 plus tax (\$60,000.00 annually). The switchboard purchase will be awarded to North Coast.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$120,000.00</u></p> <p style="padding-left: 20px;">Current year cost: \$60,000.00</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$60,000.00</p> <p>Narrative: <u>This is a one-time cost associated with the facility's compressor and air dryer upgrade project. Parts will be ordered as they are needed for the project. It was planned for in the 2024 and 2025 Solid Waste Disposal budgets.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	

- What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
- 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?
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- 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 is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable

Bid Response Summary

Bid Number RFQ 6072-24
Bid Title Transformer 1000kva and Switchboard 1200a (New or Refurbished), As-Needed
Due Date Wednesday, February 28, 2024 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Dykman, Inc.
Submitted By Cody Brown - Tuesday, February 27, 2024 6:20:51 PM [(UTC-08:00) Pacific Time (US & Canada)]
 cbrown@dykman.com 509-536-8787

Comments**Question Responses**

Group	Reference Number	Question	Response
Default Item Group			
	#1	ADDENDA Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal. If none were issued enter "0".	yes
BACK GROUND AND PURPOSE			
	#1	The City of Spokane Waste to Energy Facility (COSWTEF) is located at 2900 S. Geiger Boulevard, Spokane, WA 99224-5400. COSWTEF works under aggressive deadlines and schedules that require suppliers to provide high service levels. The COSWTEF is initiating this Request for Quotes to solicit bids from vendors who have a proven ability to provide new or refurbished spec'd: Transformer 1000kva and Switchboard 1200a, As-Needed.	I agree and I acknowledge
	#2	Resulting Contract would result in a two-year value blanket to allow City to procure spec'd Transformer and Switchboard, listed on the "Pricing Form" as needed. The City does not bind itself to purchase the full quantities stipulated in the proposal as estimates.	I agree and I acknowledge
	#2.1	In calendar year 2024, COSWTEF is forecasting to purchase quantity once each of the following: Transformer 1000kva and Switchboard 1200a. And in calendar year 2025, COSWTEF is forecasting to purchase quantity once each of the following: Transformer 1000kva and Switchboard 1200a.	I agree and I acknowledge
	#3	Multiple Awards. The City may choose from more than one vendor. Bidders are encouraged to bid on all item types.	I agree and I acknowledge
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge

#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 agree and I acknowledge
#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 agree and I acknowledge
GENERAL CONDITIONS		
#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge
#1.1	EXCEPTION: If you took exception above, upload here.	
INTERPRETATION		
#1	INTERPRETATION If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF QUOTES		
#1	WITHDRAWAL OF QUOTES Bidders may withdrawal Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of seventy-five (75) calendar days after the due date.	I agree and I acknowledge
EVALUATION OF QUOTES		

	<p>Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.</p>	<p>I agree and I acknowledge</p>
<p>QUOTING ERRORS</p>		
<p>#1</p>	<p>QUOTING ERRORS When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.</p>	<p>I agree and I acknowledge</p>
<p>REJECTION OF QUOTES</p>		
<p>#1</p>	<p>REJECTION OF QUOTES The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.</p>	<p>I agree and I acknowledge</p>
<p>AWARD OF CONTRACT(s)</p>		
<p>#1</p>	<p>Award of contract(s) or purchase(s), when made by City Council as applicable, will be to the Bidder(s) whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE. Any order(s) resulting from award will be submitted by Purchasing. Unsuccessful Bidders will not automatically be notified of Quote results.</p>	<p>I agree and I acknowledge</p>
<p>PAYMENT TERMS</p>		
<p></p>		

	<p>#1 Payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.</p>	<p>I agree and I acknowledge</p>
	<p>#2 If you took exception to above, explain in detail.</p>	
<p>BIDDER INFORMATION</p>		
	<p>#1 Person's Name, Title, Email Address, and Phone Number Submitting Bid</p>	<p>Cody Brown, Sales, cbrown@dykman.com, 509-781-0525</p>
	<p>#2 State Person and Phone To Be Contacted By City Concerning Items Bid</p>	<p>Cody Brown</p>
<p>ORGANIZATION</p>		
	<p>#1 Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here</p>	<p>Corporation, Idaho</p>
<p>CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT</p>		
	<p>#1 Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.</p>	<p>I agree and I acknowledge</p>
	<p>#2 City of Spokane Business Registration Number</p>	<p>Will provide if awarded bid</p>
<p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>		
	<p>#1 All materials submitted to the City in response to this competitive procurement shall become the property of the City.</p>	<p>I agree and I acknowledge</p>
<p></p>		

#2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I agree and I acknowledge
#3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	I agree and I acknowledge
#4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge
ADDITIONAL ITEMS		
#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS		
#1	Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
NON-COLLUSION		

#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	I Certify No Agreement Was Entered
INTERLOCAL PURCHASE AGREEMENTS		
#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
ACCEPTANCE PERIOD		
#1	Bidders must provide a minimum of seventy-five (75) Calendar Days for acceptance by the City from the due date for receipt of Bids.	I agree and I acknowledge
CONTRACT PERIOD		
#1	Contract(s) shall begin upon approval by City Council and terminate two (2) years from the date on the Value Blanket Order. Unit pricing shall remain firm for 12 months from bid due date. Pricing adjustments will be considered on the anniversary of the award based on vendor providing back up documentation.	I agree and I acknowledge
PCB CERTIFICATION		
#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
#3	If so were PCBs found at a measurable level?	Don't Know
#4	If so attach the results or note from whom the results can be obtained.	
#5	Do you have reason to believe the product contains measurable levels of PCBs?	No

#6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
GENERAL INSTRUCTIONS		
#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I agree and I acknowledge
#2	Time is of the essence in the performance of this contract.	I agree and I acknowledge
#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 agree and I acknowledge
#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 agree and I acknowledge
#5	The City reserves the right to accept or reject any part of or all Quotes deemed to be in the best interest of the City. The City may choose from more than one vendor. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
#6	Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
TECHNICAL SPECIFICATIONS		
#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I agree and I acknowledge
#2	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused.	I agree and I acknowledge
#3	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and I acknowledge
#4	Awarded Vendor(s) would be responsible for providing the following items as needed:	Yes
#4.1	Spec'd Transformer 1000kva, as-needed. New or Refurbished.	I agree and I acknowledge
#4.1.1	The configurations on the primary and secondary: 4160 Delta-480Y/277	I agree and I acknowledge
#4.1.2	The Transformer 1000kva dry type: No Brand or model requirements.	I agree and I acknowledge

#4.1.3	Download Technical Specification Sheet 1000kva Transformer from "Documents" tab, complete and upload. If not provided quote may be considered non-responsive. Upload Here	TECHNICAL SPECIFICATIONS Sheet 1000kva Transformer (5).docx
#4.1.4	Bidder shall upload the "technical data" sheet for the 1000kva Transformer that it is quoting. Should Bidder not provide, quote may be considered non-responsive. Upload Here.	1000KVA TECHNICAL DATA.docx
#4.2	Spec'd Switchboard 1200a, as-needed. New or Refurbished.	I agree and I acknowledge
#4.2.1	The 1200a Switchboard: Nema 1 indoor enclosure	I agree and I acknowledge
#4.2.2	Bidder has reviewed the "New ZR5 Basic Power-Layout11x17" single line drawing for the switch board that is located in the Documents tab.	I agree and I acknowledge
#4.2.3	The 1200a Switchboard: No Brand or model requirements.	I agree and I acknowledge
#4.2.4	Download Technical Specification Sheet 1200a Switchboard from "Documents" tab, complete and upload. If not provided quote may be considered non-responsive. Upload Here	1200A SWITCHBOARD.docx
#4.2.5	Bidder shall upload the "technical data" sheet for 1200a Switchboard that it is quoting. Should Bidder not provide, quote may be considered non-responsive. Upload Here.	1200A SWITCHBOARD.docx
#5	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of valve. Upload Letter Here	DYKMAN COVER LETTER.docx
#6	Suppliers found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge
#7	Any delivered item that does not meet specifications will not be accepted. If the bidder's product is unsatisfactory but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City's option, a new 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 agree and I acknowledge
#8	Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.	I agree and I acknowledge

#8.1	Warranty - New Transformer 1000kva: Bidder shall furnish standard warranty. State warranty:	NOT QUOTING NEW
#8.2	Warranty – Refurbished Transformer 1000kva: Bidder shall furnish standard warranty. State warranty:	1 YEAR WARRANTY
#8.3	Warranty - New Switchboard 1200a: Bidder shall furnish standard warranty. State warranty:	NOT QUOTING SWITCHBOARD
#8.4	Warranty – Refurbished Switchboard 1200a: Bidder shall furnish standard warranty. State warranty:	NOT QUOTING SWITCHBOARD
#9	As applicable, Material Safety Data Sheets / Safety Data Sheets must be included with Bid Proposal. Upload Here	
#10	Federal and State laws governing this product and its final certification must be satisfied.	I agree and I acknowledge
#11	It shall be the Supplier’s responsibility to conform to all Federal Standards for certification.	I agree and I acknowledge
#12	If you took exception to any of the above, explain in detail.	
DELIVERY - F.O.B. Delivery Point		
#1	FOB Delivery Point: Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I agree and I acknowledge
#2	FREIGHT TRANSPORTATION CHARGES. Prepaid and add; and listed as a separate line item on invoices.	I agree and I acknowledge
#3	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and I acknowledge
#4	Deliveries shall be made between 7:30 a.m. and 2:30 p.m. Monday through Friday with the exception of recognized holidays unless arranged in advance.	I agree and I acknowledge
#5	Bidder shall state STANDARD LEAD TIME in calendar days for delivery at WTEF, after receipt of order(s).	Yes
#5.1	New Transformer 1000kva: State lead time in calendar days for delivery at WTEF, upon receipt of order(s):	NOT QUOTING NEW
#5.2	Refurbished Transformer 1000kva: State lead time in calendar days for delivery at WTEF, upon receipt of order(s):	42
#5.3	New Switchboard 1200a: State lead time in calendar days for delivery at WTEF, upon receipt of order(s):	NO QUOTE
#5.4	Refurbished Switchboard 1200a Transformer 1000kva: State lead time in calendar days for delivery at WTEF, upon receipt of order(s):	NO QUOTE
#6	Bidder shall state EXPEDITED LEAD time in calendar days for delivery at WTEF, after receipt of order(s).	Yes

#6.1	New Transformer 1000kva: State expedited lead time in calendar days for delivery at WTEF, upon receipt of order(s):	NO QUOTE
#6.2	Refurbished Transformer 1000kva: State expedited lead time in calendar days for delivery at WTEF, upon receipt of order(s):	42
#6.3	New Switchboard 1200a: State expedited lead time in calendar days for delivery at WTEF, upon receipt of order(s):	NO QUOTE
#6.4	Refurbished Switchboard 1200a: State expedited lead time in calendar days for delivery at WTEF, upon receipt of order(s):	NO QUOTE
#7	If you took exception to any of the above, explain in detail.	
PRICING		
#1	Sales Tax: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
#2	Quantities shown on "Pricing Form" are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I agree and I acknowledge
#2.1	Evaluating: As a cost comparison we will be reviewing unit pricing and lead times. The City reserves the right to place as needed orders that may be comprised of either-or, or a combination of new or refurbished. The City may choose from more than one vendor. Bidders are encouraged to bid on all item types.	I agree and I acknowledge
#3	Enter Pricing on the "Pricing Tab" . Unit Pricing Should Not Include Tax.	I agree and I acknowledge
#4	Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation.	I agree and I acknowledge

#4.1	Any proposed price increases must be fully documented and justified by the Supplier clearly identify the items impacted by the increase and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's documentation.	I agree and I acknowledge
#4.2	All price adjustments must be agreed on by both parties. Supplier must request pricing adjustment in writing and cannot be applied retroactively to orders already placed with the Supplier. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	I agree and I acknowledge
#4.3	Price adjustments cannot be applied retroactively to orders already placed with the Supplier. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	I agree and I acknowledge
#4.4	Adjustments to pricing shall be to not produce a higher profit margin.	I agree and I acknowledge
#4.5	The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City. *	I agree and I acknowledge
#5	PRICE DECREASES: During the contract period, any price decreases obtained by Contractor shall be reflected in a contract price reduction to the Purchaser retroactive to the Contractor's effective date.	I agree and I acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	

Pricing Responses

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

Estimated quantities are for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

Standard Lead Time	New Transformer 1000kva. Standard Lead Time, Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Unit Price Each:	Base	Per Each Transformer	1.00	NO QUOTE
--------------------	--	------	----------------------	------	----------

Standard Lead Time	Refurbished Transformer 1000kva. Standard Lead Time, Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Unit Price Each:	Base	Per Each Transformer	1.00	\$44,400.00	\$44,400.00
-----------------------	---	------	-------------------------	------	-------------	-------------

Standard Lead Time	<p>New Switchboard 1200a. Standard Lead Time, Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Unit Price Each:</p>	Base	Per Each Switchboard	1.00	NO QUOTE
-----------------------	---	------	-------------------------	------	-------------

Standard Lead Time	Refurbished Switchboard 1200a. Standard Lead Time, Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Unit Price Each:	Base	Per Each Switchboard	1.00	NO QUOTE
-----------------------	---	------	-------------------------	------	-------------

Expedited Lead Time	New Transformer 1000kva. Expedited Lead Time, Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Unit Price Each:	Base	Per Each Transformer	1.00	NO QUOTE
------------------------	---	------	-------------------------	------	-------------

Expedited Lead Time	Refurbished Transformer 1000kva. Expedited Lead Time, Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Unit Price Each:	Base	Per Each Transformer	1.00	\$44,400.00	\$44,400.00
------------------------	---	------	-------------------------	------	-------------	-------------

Expedited Lead Time	New Switchboard 1200a. Expedited Lead Time, Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Unit Price Each:	Base	Per Each Switchboard	1.00	NO QUOTE
------------------------	---	------	-------------------------	------	-------------

Expedited Lead Time	Refurbished Switchboard 1200a. Expected Lead Time, Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Unit Price Each:	Base	Per Each Switchboard	1.00	NO QUOTE
------------------------	---	------	-------------------------	------	-------------

Standard Ground Freight Cost	<p>Unit Freight Cost to be incurred for standard ground delivery a quantity one of Transformer 1000kva, to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA, 99224-5400. Unit Freight Cost "per" each transformer should not include tax. Unit Freight Cost shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Freight Cost To Be Incurred Cost Per Transformer.</p>	Base	FreightCost Per Each Transformer	1.00	\$0.00	\$0.00
---------------------------------------	---	------	--	------	--------	--------

Standard Ground Freight Cost	<p>Unit Freight Cost to be incurred for standard ground delivery a quantity one of 1200a Switchboard, to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA, 99224-5400. Unit Freight Cost "per" each transformer should not include tax. Unit Freight Cost shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Freight Cost To Be Incurred Cost Per Switchboard:</p>	Base	FreightCost Per Each Switchboard	1.00	NO QUOTE
---------------------------------------	---	------	--	------	-------------

Expedited Freight Cost	<p>Unit Freight Cost to be incurred for expedited delivery a quantity one of Transformer 1000kva, to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA, 99224-5400. Unit Freight Cost "per" each transformer should not include tax. Unit Freight Cost shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Freight Cost To Be Incurred Cost Per Transformer:</p>	Base	FreightCost Per Each Transformer	1.00	\$0.00	\$0.00
------------------------	---	------	----------------------------------	------	--------	--------

<p>Expedited Freight Cost</p>	<p>Unit Freight Cost to be incurred for expedited delivery a quantity one of 1200a Switchboard, to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA, 99224- 5400. Unit Freight Cost "per" each switchboard should not include tax. Unit Freight Cost shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Freight Cost To Be Incurred Cost Per Switchboard:</p>	<p>Base</p>	<p>FreightCost Per Each Switchboard</p>	<p>1.00</p>	<p>NO QUOTE</p>
<p>Total Base Bid \$88,800.00</p>					

RFQ 6072-24, TECHNICAL SPECIFICATIONS: 1000kva Transformer

It is the intent of these specifications to describe Specification that must be met. Exceptions to minimum specifications will be evaluated and City will make final determination if product bid is equivalent and will be approved. Bidder must acknowledge each specification shown in "Minimum Specifications Called" as follows:

A. "To Be Supplied" Column"

Bidder will initial when the product offered is equal to or better than the individual specification.

B. "Exceptions" Column"

Explain all exceptions to specification as stated. NOTE: All equivalents (substitutes) require explanation.

(Use additional paper with reference to item number and respective question (number)).

ITEM	MINIMUM SPECIFICATIONS CALLED FOR	TO BE SUPPLIED / CAN COMPLY	EXCEPTIONS
1	1000KVA Dry Type Transformer	Yes	
2	Nema Type 1 Indoor Enclosure	Yes	
3	Primary Volts - 4160V	Yes	
4	Secondary Volts - 480V	Yes	
5	60Hz	Yes	
6	Windings - CU	Yes	
7	Impedance 5-6%	Yes	
8	Minimum 10KV BIL	Yes	
9	Maximum 115 deg C rise	Yes	
10	Size Within Max Dimensions 72"W x 72"D x 96"T	No	84"W x 57.2"D x 94.3"D
11	Lead Time Max of 6 weeks after receipt of order	No	Lead Time=ships within 4-6 weeks after order release
12	Minimum 1 year warranty	Yes	
13	New	No	
14	Refurbished	Yes	
15	Bidder provided "Technical Data" sheet for the 1000kva Transformer that it is bidding with it bid response	Yes	

3-Phase Unit Substation Dry-Type Transformer

Reconditioned 1000/1333 kVA 3 Phase Dry-Type Transformer

High Voltage: 4160 D, 60kv BIL

Low Voltage: 480 Y 277, 30kv BIL

Taps: 4368, 4264, 4160, 4056, 3952

HV Termination: (3) Cable

HV Termination: Exposed/Side ANSI 4

LV Termination: (3) 4-Hole Spades

LV Termination: Exposed/Side ANSI 2

LV Neutral Termination: (1) 4-Hole Spades

LV Neutral Termination: Exposed/Side ANSI 2

Frequency: 60hz

Impedance: 6.15%

Temp Rise: 80C

Cooling Class: AA/FA

Conductor: Cu/Cu

Enclosure: Indoor NEMA 1

Cabinet Height: 94.3"

Cabinet Width: 84"

Cabinet Depth: 57.2"

Total Weight: 7280lbs

Warranty: 1 Year



5711 E. Sharp Spokane Valley, WA 99212
P:(509) 781-0525 E:cbrown@dykman.com

2-27-24

RFQ 6072-24

Regarding: Transformer 1000kva, and Switchboard 1200a, As-Needed
City of Spokane

Thank you for the opportunity to bid on RFQ 6059-24 regarding the 1000kva transformer, and Switchboard 1200a, as needed. Dykman is qualified to provide these items, specifically the transformers. As a company, we have been selling transformers for 30 plus years and we have an in house transformer specialist. Although we will not be bidding the switchboard, we are bidding on the transformer. Transformers would be provided by Maddox Transformer. They reside at 865 Victor Hill Road Greer, SC 29651.

Best regards,

Cody Brown
Sales
Dykman, Inc
509-781-0525

2-27-24

Regarding: RFQ 6072-24

Dykman Inc will not be bidding on the 1200A switch board.

Thank you,

Cody Brown

Dykman, Inc.

5711 E. SHARP

SPOKANE VALLEY, WA 99212

C: (509)781-0525 O: (888)284-3953 F: (509)536-7999





Agenda Sheet for City Council:

Committee: PIES **Date:** 03/18/2024

Committee Agenda type: Consent

Date Rec'd 3/6/2024

Clerk's File # OPR 2024-0242

Renews #

Cross Ref #

Council Meeting Date: 04/08/2024

Submitting Dept	SOLID WASTE DISPOSAL	Project #	
------------------------	----------------------	------------------	--

Contact Name/Phone	DAVID PAINE 625-6878	Bid #	RFQ 6055-24
---------------------------	----------------------	--------------	-------------

Contact E-Mail	DPAINE@SPOKANECITY.ORG	Requisition #	RE 20467
-----------------------	------------------------	----------------------	----------

Agenda Item Type	Purchase w/o Contract		
-------------------------	-----------------------	--	--

Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

Agenda Item Name	4490 PURCHASE OF GAS BURNER BOILER PARTS		
-------------------------	--	--	--

Agenda Wording

Purchase of two gas burner boiler assemblies from The Babcock & Wilcox Company (Napa, CA), for use at the Waste to Energy Facility. The total cost for the purchase is \$92,869.70 including tax and shipping.

Summary (Background)

The Waste to Energy Facility operates two boilers that burn municipal solid waste. Over the course of the last several years the functionality of the boilers gas burners has drastically decreased, resulting in unplanned downtime. The gas burners are original equipment that was installed in the early 1990's and are now in need of replacement. On January 26, 2024, bidding closed for the needed Gas Burner Boiler assemblies and The Babcock & Wilcox Company was the only respondent.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ \$92,869.70
------------	----------------

Current Year Cost	\$
-------------------	----

Subsequent Year(s) Cost	\$
-------------------------	----

Narrative

This is a capital maintenance expense that was planned for and budgeted in the 2024 Solid Waste Disposal budget.

Amount

Budget Account

Expense	\$ 92,869.70	# 4490-44900-37145-54803
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

AVERYT, CHRIS

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

PICCOLO, MIKE

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

PRINCE, THEA

Distribution List

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	March 18, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Purchase of gas burner boiler parts for the Waste to Energy Facility
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The Waste to Energy Facility operates two boilers that burn municipal solid waste. Each of the two Boilers have two gas burners, sometimes referred to as gas guns, that are used to start up a boiler from a down time event and occasionally to combat emissions. The gas burners are original equipment that was installed in the early 1990's. Over the course of the last several years their functionality has drastically decreased, resulting in unplanned downtime, and troubleshooting almost every time we attempt to put them in service. The replacement of these gas burners will increase the efficiency of the system, use less natural gas to operate and minimize the need for troubleshooting during start-ups.</p> <p>On January 26, 2024, bidding closed for the needed Gas Burner Boiler assemblies and The Babcock & Wilcox Company (Napa, CA) was the only respondent. The total cost for the purchase of two assemblies is \$92,869.70 including tax and freight.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$92,869.70</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>This is a long term maintenance expense that was planned for and budgeted in the 2024 Solid Waste Disposal budget.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
- 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?
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- 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 is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable

Bid Response Summary

Bid Number RFQ 6055-24
Bid Title Gas Burner Boiler Parts -Babcock and Wilcox, No Or-Equals due to Standardization
Due Date Friday, January 26, 2024 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Open for Bidding
Company The Babcock & Wilcox Company
Submitted By rtpn@babcock.com rtpn@babcock.com - Wednesday, January 24, 2024 9:38:54 AM [(UTC-08:00) Pacific Time (US & Canada)]
 rtpn@babcock.com 7072651055

Comments

Question Responses

Group	Reference Number	Question	Response
BACK GROUND AND PURPOSE			
	#1	The City of Spokane, Solid Waste Disposal, Waste To Energy Facility (COS WTE), is located at 2900 S. Geiger Blvd, Spokane WA 99224-5400. The 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 agree and I acknowledge
	#2	The COS WTE utilizes two Babcock and Wilcox refuse fired boiler units. COS WTE is initiating this Request for Quote to solicit Bids from vendors who have a proven ability to provide spec'd, drop-in replacements, parts for the B&W Boiler Gas Burners in use at the COS WTE. No substitutes or or-equals will be accepted due to standardization. CSO WTE does not have drawings to provide.	I agree and I acknowledge
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#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 agree and I acknowledge
	#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 agree and I acknowledge
GENERAL CONDITIONS			

#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge
#1.1	EXCEPTION: If you took exception to above, upload here.	
INTERPRETATION		
#1	If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF QUOTES		
#1	Bidders may withdrawal Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of seventy-five (75) calendar days after the due date.	I agree and I acknowledge
EVALUATION OF QUOTES		
#1	Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.	I agree and I acknowledge
QUOTING ERRORS		

#1	<p>QUOTING ERRORS When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.</p>	I agree and I acknowledge
REJECTION OF QUOTES		
#1	<p>REJECTION OF QUOTES The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.</p>	I agree and I acknowledge
AWARD OF CONTRACT		
#1	<p>Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. Interlocal and State Contracts where applicable will be considered as a bid. The City Council shall make the award of contract. Unsuccessful Bidders will not automatically be notified of Bid results.</p>	I agree and I acknowledge
PAYMENT TERMS		
#1	<p>Supplier acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.</p>	I agree and I acknowledge
#2	<p>EXCEPTION If you took exception to above, explain here.</p>	
BIDDER INFORMATION		
#1	<p>Person's Name, Title, Email Address, and Phone Number Submitting Bid</p>	<p>Ron T. Pon, B&W Account Manager rtpon@babcock.com 925.451.4272</p>
#2	<p>State Person and Phone To Be Contacted By City Concerning Items Bid</p>	<p>Ron T. Pon 925.451.4272</p>
ORGANIZATION		

#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	The Babcock & Wilcox Co. Akron, Ohio
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		
#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier 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 supplier 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.	I agree and I acknowledge
#2	City of Spokane Business Registration Number	600592811
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		
#1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I agree and I acknowledge
#2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I agree and I acknowledge
#3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	I agree and I acknowledge
#4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge

ADDITIONAL ITEMS		
#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS		
#1	Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	I Certify No Agreement Was Entered
INTERLOCAL PURCHASE AGREEMENTS		
#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	No
ACCEPTANCE PERIOD		
#1	Bidders must provide a minimum of a minimum of seventy-five (75) calendar days after the due date.	I agree and I acknowledge
PCB CERTIFICATION		

#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
#2	As far as you know has this type of product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
#3	If so were PCBs found at a measurable level?	Don't Know
#4	If so attach the results or note from whom the results can be obtained.	
#5	Do you have reason to believe the product contains measurable levels of PCBs?	No
#6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
GENERAL INSTRUCTIONS		
#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I agree and I acknowledge
#2	Time is of the essence in the performance of this contract.	I agree and I acknowledge
#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 agree and I acknowledge
#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 agree and I acknowledge
#5	The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote deemed to be in the best interest of the City.	I agree and I acknowledge
#6	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
#7	Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
SPECIAL INSTRUCTIONS - GENERAL		

#1	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and I acknowledge
#2	Suppliers found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge
#3	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.	I agree and I acknowledge
#4	Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.	I agree and I acknowledge
#5	Federal and State laws governing this product and its final certification must be satisfied.	I agree and I acknowledge
#6	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	I agree and I acknowledge
#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of the purchase order.	I agree and I acknowledge
#8	EXCEPTION: If you took exception to any of the above, explain here.	
TECHNICAL SPECIFICATIONS		
#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I agree and I acknowledge
#2	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 agree and I acknowledge
#3	All items delivered must adhere to stated specs, No Substitutes or Or-Equals will be considered due to standardization of currently employed B&W Boiler Gas Burners in use at COS WTE.	I agree and I acknowledge
#4	Any delivered item that does not meet specifications will not be accepted.	I agree and I acknowledge
#5	Awarded Supplier would be responsible for providing the following	No
#5.1	Qty 1, Babcock and Wilcox Part Number: 4570890, BURNER, ASSY AUXILIARY INPUT CCW 0.001LB	I agree and I acknowledge
#5.2	Qty 1, Babcock and Wilcox Part Number: 4566705, BURNER, ASSY AUXILIARY INPUT CW 0.002LB	I agree and I acknowledge

#5.3	Qty 2, Babcock and Wilcox Part Number: 3083080, GASKET, 18 3/8 ODX 13 X 1/16 W/BT HL NITRILE BND FBR MATL SPEC...: COMP FIBER W/NBR 700F 0LB	I agree and I acknowledge
#5.4	Qty 2, Babcock and Wilcox Part Number: 3094732, ATOMIZER, ATOMIZER SUBASSY GL=4'10 5/8 MP-O-G GAS GUN ASSY	I agree and I acknowledge
#5.5	Qty 2, Babcock and Wilcox Part Number: 3083278, COUPLING/YOKE, ASSY FOR MP-O-G ATOMIZER	I agree and I acknowledge
#5.6	Qty 2, Babcock and Wilcox Part Number: 4505321, GASKET, 3 ODX 1/16 PTFE MATL SPEC...: PTFE/FILLER BLEND	I agree and I acknowledge
#5.7	Qty 2, Babcock and Wilcox Part Number: 3082204, GASKET, ATOMIZER MPO-G 1/16"THK PTFE AIR ATOMIZATION 007 GLASS, CLEAR 1 11/16 SQ X 3/16 BOROSILICATE MATL SPEC...: GLASS, CLEAR BOROSILICATE	I agree and I acknowledge
#5.8	Qty 2 TB, Babcock and Wilcox Part Number: 0330146, SEALER, MOMENTIVE RTV106 RED SILICONE RUBBER (2.8 OZ TUBE)	I agree and I acknowledge
#6	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and I acknowledge
#7	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of Babcock and Wilcox gas burner boiler parts. Upload Letter Here	BW Cover Letter - CITY OF SPOKANE 6055-24 Rev 1.pdf
#9	As applicable, Material Safety Data Sheets / Safety Data Sheets must be included with Bid Proposal. Upload Here	
#10	EXCEPTION: If you took exception to any of the above, explain here.	
DELIVERY - F.O.B. Delivery Point		
FOB Delivery Point:	FOB Delivery Point: Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I agree and I acknowledge
Lead Time for Delivery	Bidder shall state lead time in calendar days for standard ground delivery at COS WTE, upon receipt of an order. Enter number of calendar days here:	154 days
Lead Time for Delivery	Would delivery at COS WTE by September 23, 2024 be possible, and if so, when would an order need be received by.	Yes, order receipt by 4/20/24

Freight Transportation	Will be prepaid and add; and listed as a separate line item on invoices. The City reserves the right to request copies of all freight invoices incurred by vendor.	I agree and I acknowledge
Risk of Loss	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and I acknowledge
EXCEPTION	If you took exception to any of the above, explain here.	N/A
PRICING		
#1.1	Sales Tax: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
#2	Enter Pricing on the "Pricing Tab" . Unit Pricing Should Not Include Tax or Freight.	I agree and I acknowledge
#3	Exceptions: If you took exception to any of the above, explain in detail.	
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	B&W Quote 00127913 rev1.pdf
#2	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	
#3	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	

Pricing Responses

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

Estimated quantities are for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

#1	Babcock and Wilcox Part Number: 4570890, BURNER, ASSY AUXILIARY INPUT CCW 0.001LB . Pricing should not include freight nor tax. Enter Cost Per Each:	Base	Cost Per Each	1.00	\$35,363.47	\$35,363.47	22 weeks delivery
#2	Babcock and Wilcox Part Number: 4566705, BURNER, ASSY AUXILIARY INPUT CW 0.002LB * Pricing should not include freight nor tax. Enter Cost Per Each:	Base	Cost Per Each	1.00	\$35,363.47	\$35,363.47	22 weeks delivery

#3	<p>Babcock and Wilcox Part Number: 3083080, GASKET,18 3/8 ODX 13 X 1/16 W/BT HL NITRILE BND FBR MATL SPEC...: COMP FIBER W/NBR 700F 0LB Pricing should not include freight nor tax. Enter Cost Per Each:</p>	Base	Cost Per Each	2.00	\$93.72	\$187.44	7 weeks delivery
#4	<p>Babcock and Wilcox Part Number: 3094732, ATOMIZER, ATOMIZER SUBASSY GL=4'10 5/8 MP- O-G GAS GUN ASSY Pricing should not include freight nor tax. Enter Cost Per Each:</p>	Base	Cost Per Each	2.00	\$3,132.84	\$6,265.68	9 weeks delivery
#5	<p>Babcock and Wilcox Part Number: 3083278, COUPLING/YOKE, ASSY FOR MP-O- G ATOMIZER. Pricing should not include freight nor tax. Enter Cost Per Each:</p>	Base	Cost Per Each	2.00	\$2,450.22	\$4,900.44	9 weeks delivery
#6	<p>Babcock and Wilcox Part Number: 4505321, GASKET, 3 ODX 1/16 PTFE MATL SPEC...: PTFE/FILLER BLEND. Pricing should not include freight nor tax. Enter Cost Per Each:</p>	Base	Cost Per Each	2.00	\$19.83	\$39.66	7 weeks delivery

#7	<p>Babcock and Wilcox Part Number: 3082204, GASKET, ATOMIZER MPO- G 1/16"THK PTFE AIR ATOMIZATION 007 GLASS, CLEAR 1 11/16 SQ X 3/16 BOROSILICATE MATL SPEC...: GLASS, CLEAR BOROSILICATE. Pricing should not include freight nor tax. Enter Cost Per Each:</p>	Base	Cost Per Each	2.00	\$15.40	\$30.80	3 weeks delivery
#8	<p>Babcock and Wilcox Part Number: 0330146, SEALER, MOMENTIVE RTV106 RED SILICONE RUBBER (2.8 OZ TUBE). Pricing should not include freight nor tax. Enter Cost Per Each:</p>	Base	Cost Per Each	2.00	\$70.30	\$140.60	3 weeks delivery
#9	<p>Freight Cost to be incurred for ground delivery of above listed items, to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA, 99224-5400. Pricing should not include tax.</p>	Base	Total Freight Cost	1.00	\$2,910.00	\$2,910.00	
Total Base Bid	\$85,201.56						



January 24, 2024

Attn: Warehouse
City of Spokane
2900 S Geiger Blvd
Spokane, WA 99224-5400

Subject: B&W Cover Letter *Rev 1* - Special Instructions – Technical Specification Item #7

Reference: RFQ 6055-24 Gas Burner Boiler Parts -Babcock and Wilcox, No Or-Equals due to Standardization

To Whom It May Concern:

The Babcock & Wilcox Company (B&W) is the OEM for the Babcock & Wilcox burners supplied to the City of Spokane.

As the burner OEM, B&W possess all of the original burner information and drawings, allowing us to offer full aftermarket support for your combustion needs, whether that be replacement parts such as this RFQ or engineering services. *B&W has revised the attached quote to reflect extending validity date to April 9, 2024. It is important that should this quote result in the placement of an order that an order be placed no later than April 9, 2024 in order to meet the requested delivery date due to the 20 Week Lead Time. Reference to B&W's Standard Terms and Conditions have been removed from the quote in deference to acceptance of the Standard Terms and Conditions issued as part of RFQ 6055-24.*

We would like to thank the City of Spokane for considering The Babcock & Wilcox Company for your burner needs.

If you have any questions, please do not hesitate to call me in the Napa office at (800) 382-2577.

Very truly yours,

THE BABCOCK & WILCOX COMPANY

Ronald Pon
Account Manager

TRANSFORMING OUR WORLD | 150 YEARS

Babcock & Wilcox
710 Airpark Road
Napa, CA 94558-7518 | USA
Phone: +1 800.382.2577 | Fax: +1 707.265.1000
www.babcock.com

Ronald Pon
Account Manager
Direct: +1 707.265.1055
Cell: +1 925.451.4272
rtpon@babcock.com



Quotation
No. 00127913

Replacement Parts
Customer Copy

CONTACT INFORMATION	<input type="checkbox"/> QUOTE PREPARED FOR CUSTOMER REFERENCE NEW BURNER ASSEMBLIES	GENERAL INFORMATION
TELEPHONE (800) 354-4400 OPTION 1 NEW QUOTATIONS AND ORDERS: QUOTE AND ORDER STATUS: REISSUE OF DOCUMENTATION: EMAIL oemparts@babcock.com (330) 860-9350 MAIL ADDRESS The Babcock Wilcox Company Attn: Global Parts Service 1200 E Market St. Suite 650 Akron, OH USA 44305 WEB SITE WWW.BABCOCK.COM	CITY OF SPOKANE SOLID WASTE DISPOSAL ATTENTION: ROBERT ANDERSON 2900 SOUTH GEIGER BOULEVARD SPOKANE, WA 99224-5400 E-MAILED TO <input type="checkbox"/> EFF GORDON <input type="checkbox"/> BGORDON@BABCOCK.COM	B&W CUSTOMER NUMBER U090207001 SALESMAN R PON TALENT B&WAMC2 PAIDMENT TERMS 0.00% 0 DAYS, NET 30 FREIGHT PREPAID ADD FOB POINT OF SHIPMENT SHIP TO PLANT WHEELABRATOR SPOKANE INCORPORATED OEM CONTRACT REF. SW-137-1019 /1020, UNITS 1 & 2 <input type="checkbox"/> QUOTE VALID UNTIL 04/09/2024

ITEM	DESCRIPTION	B&W PART NO.	QUANTITY	UNIT PRICE	EXTENDED PRICE
		CUSTOMER PART NO.		UNIT WEIGHT	LEADTIME
<p>SPEC, TRANSPORTATION COST AND AVAILABILITY TRANSPORTATION COSTS ARE UNSTABLE DUE TO ASIAN DEMAND AND REGULATORY MANDATES WHICH HAVE AFFECTED ALL MODES OF TRANSPORTATION INCLUDING RAIL, WATER (INCLUDING, BUT NOT LIMITED TO, OCEAN VESSELS), AIR AND TRUCKING. THEREFORE, CONTRACTOR'S PROPOSAL IS BASED ON TRANSPORTATION COSTS CURRENTLY KNOWN AND THE AVAILABILITY OF TRANSPORTATION RESOURCES. IF, PRIOR TO ACCEPTANCE OF A CONTRACT, CONTRACTOR DETERMINES THAT ITS SCHEDULE OR PRICE WILL BE ADVERSELY AFFECTED BY SUCH INSTABILITY OR AVAILABILITY, CONTRACTOR RESERVES THE RIGHT TO WITHDRAW OR AMEND ITS PROPOSAL FOR THE CONTRACT. IF, AFTER ACCEPTANCE BY CONTRACTOR, THE CONTRACT SCHEDULE IS DELAYED, OR IF COSTS INCREASE BECAUSE OF TRANSPORTATION DIFFICULTIES, THE CONTRACTOR SHALL BE ALLOWED AN EXTENSION OF TIME EQUAL TO THE TIME LOST BY REASON OF ANY DELAY AND CONTRACTOR SHALL ALSO BE COMPENSATED FOR ANY ADDITIONAL COSTS THROUGH THE ISSUANCE OF AN AMENDMENT TO THE CONTRACT BY CHANGE ORDER OR OTHER MEANS AS PROVIDED BY THE PARTIES.</p>					

WHEN COMMUNICATING WITH B&W, PLEASE USE THE B&W QUOTATION NUMBER AND B&W PART NUMBERS HIGHLIGHTED ABOVE. ANY DEVIATIONS IN THE QUANTITY OF ITEMS ORDERED FROM THE QUANTITY OF ITEMS QUOTED MAY CAUSE A CHANGE IN PRICE AND DELIVERY. THE SHIP DATE STATED WITH EACH ITEM ABOVE IS BASED ON THE RECEIPT DATE OF YOUR PURCHASE ORDER AND QUOTED LEADTIMES.



Quotation
No. 00127913

Replacement Parts
Customer Copy

ITEM	DESCRIPTION	B&W PART NO.	QUANTITY	UNIT PRICE	EXTENDED PRICE
		CUSTOMER PART NO.		UNIT WEIGHT	LEADTIME
001	BURNER,ASSY AUXILIARY INPUT CCW	4570890	1 EA	35,363.47 0.001LB	35,363.47 20 WEEKS
002	BURNER,ASSY AUXILIARY INPUT CW	4566705	1 EA	35,363.47 0.002LB	35,363.47 20 WEEKS
003	GASKET,18 3/8 ODX 13 X 1/16 W/BT HL NITRILE BND FBR MATL SPEC...: COMP FIBER W/NBR 700F	3083080	2 EA	93.72 0LB	187.44 5 WEEKS
004	ATOMIZER ATOMIZER,SUBASSY GL#4#10 5/8 MP-O-G GAS GUN ASSY	3094732	2 EA	3,132.84 0.001LB	6,265.68 7 WEEKS
005	COUPLING/YOKE,ASSY FOR MP-O-G ATOMIZER	3083278	2 EA	2,450.22 0.002LB	4,900.44 7 WEEKS
006	GASKET, 3 ODX 1/16 PTFE MATL SPEC...: PTFE/FILLER BLEND GASKET,ATOMIZER MPO-G 1/16"THK PTFE AIR ATOMIZATION	4505321	2 EA	19.83 0.25LB	39.66 5 WEEKS
007	GLASS,CLEAR 1 11/16 SQ X 3/16 BOROSILICATE MATL SPEC...: GLASS,CLEAR BOROSILICATE	3082204	2 EA	15.40 1LB	30.80 1 WEEK
008	SEALER ,MOMENTIVE RTV106 RED SILICONE RUBBER (2.8 O.D. TUBE)	0330146	2 TB	70.30 1LB	140.60 2 WEEKS
009	LOT , MATERIAL SURCHARGE DUE TO THE VOLATILITY OF THE RAW MATERIAL AND STEEL MARKET, THE PRICE AND DELIVERY OF THE ABOVE ITEM(S) MAY BE ADJUSTED AT TIME OF SHIPMENT OR ORDER BASED ON APPLICABLE SOURCING AND/OR MATERIAL SURCHARGES. NO FABRICATION OR MATERIAL SOURCING FOR THE AFFECTED ITEM(S) WILL BE RELEASED PRIOR TO CUSTOMER ACKNOWLEDGEMENT AND APPROVAL OF THE SAME.	2363940	1 LT	0.00 0 1.	0.00 0 DAYS

WHEN COMMUNICATING WITH B&W, PLEASE USE THE B&W QUOTATION NUMBER AND B&W PART NUMBERS HIGHLIGHTED ABOVE. ANY DEVIATIONS IN THE QUANTITY OF ITEMS ORDERED FROM THE QUANTITY OF ITEMS QUOTED MAY CAUSE A CHANGE IN PRICE AND DELIVERY. THE SHIP DATE STATED WITH EACH ITEM ABOVE IS BASED ON THE RECEIPT DATE OF YOUR PURCHASE ORDER AND QUOTED LEADTIMES.



Quotation
No. 00127913

Replacement Parts
Customer Copy

ITEM	DESCRIPTION	B&W PART NO.	QUANTITY	UNIT PRICE	EXTENDED PRICE
		CUSTOMER PART NO.		UNIT WEIGHT	LEADTIME
010	LOT ,FREIGHT CHARGES \$2,910.00 9% TAX \$7,406.24	6025356	1 LT	\$10,316.24 0LB	\$10,316.24 20 WEEKS
				TOTAL PRICE	\$92,607.80

Please consider B&W Field Engineering Services for inspection technical assistance and B&W Construction Company, LLC. for the installation of the products included in this quote.

WHEN COMMUNICATING WITH B&W, PLEASE USE THE B&W QUOTATION NUMBER AND B&W PART NUMBERS HIGHLIGHTED ABOVE. ANY DEVIATIONS IN THE QUANTITY OF ITEMS ORDERED FROM THE QUANTITY OF ITEMS QUOTED MAY CAUSE A CHANGE IN PRICE AND DELIVERY. THE SHIP DATE STATED WITH EACH ITEM ABOVE IS BASED ON THE RECEIPT DATE OF YOUR PURCHASE ORDER AND QUOTED LEADTIMES.

"THANK YOU FOR YOUR INQUIRY. NOTWITHSTANDING THE TERMS AND CONDITIONS ON YOUR REQUEST FOR QUOTATION, WE ARE PROCESSING THIS QUOTATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED ON THE LAST PAGE OF THIS ACKNOWLEDGEMENT. SUCH TERMS SHALL APPLY TO ALL GOODS AND SERVICES PROVIDED HEREUNDER. PLEASE NOTIFY US IMMEDIATELY IF YOU HAVE ANY OBJECTIONS."



Agenda Sheet for City Council:

Committee: PIES **Date:** 03/18/2024

Committee Agenda type: Consent

Date Rec'd 3/7/2024

Clerk's File # OPR 2024-0243

Renews #

Cross Ref #

Council Meeting Date: 04/08/2024

Submitting Dept	SOLID WASTE DISPOSAL	Project #	
------------------------	----------------------	------------------	--

Contact Name/Phone	DAVID PAINE 625-6878	Bid #	RFQ 6078-24
---------------------------	----------------------	--------------	-------------

Contact E-Mail	DPAINE@SPOKANECITY.ORG	Requisition #	RE 20468
-----------------------	------------------------	----------------------	----------

Agenda Item Type	Purchase w/o Contract		
-------------------------	-----------------------	--	--

Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

Agenda Item Name	4490 PURCHASE OF A 750KVA TRANSFORMER		
-------------------------	---------------------------------------	--	--

Agenda Wording

Purchase of a 750kva transformer from Midwest Electric Transformer Services, Inc. (Newton, KS) for use at the Waste to Energy Facility with a total cost of \$64,440.80 including tax and shipping.

Summary (Background)

750KVA transformers are used to supply a specific voltage to the boilers induced draft fans at the Waste to Energy Facility. Currently, there is not a spare 750kva transformer on site and the transformer that is currently installed has had issues and needs to get inspected. On March 6, 2024 bidding closed on RFQ 6078-24 for the purchase of a spare transformer. Of the six responses received, Midwest Electric Transformer Services, Inc. was the only response that met the required specifications.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

Total Cost	\$ 64,440.80
------------	--------------

Current Year Cost	\$
-------------------	----

Subsequent Year(s) Cost	\$
-------------------------	----

Narrative

This is a repair and maintenance cost that was planned for in the 2024 Solid Waste Disposal budget.

Amount

Budget Account

Expense	\$ 64,440.80	# 4490-44900-37145-54803
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

AVERYT, CHRIS

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

PICCOLO, MIKE

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

PRINCE, THEA

Distribution List

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	March 18, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Purchase of a 750kva transformer for the Waste to Energy Facility.
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>750KVA transformers are used to supply a specific voltage to the boilers induced draft (ID) fans at the Waste to Energy Facility. There is one transformer per ID fan, and one ID fan for each of the two boilers. Currently, there is not a spare 750kva transformer on site. The transformer that is currently installed has had issues and needs to get inspected. In order to do this, an additional transformer will need to be purchased. If the current transformer were to fail and a spare is not available to install, the boiler would be inoperable.</p> <p>On March 6, 2024, bidding closed on RFQ 6078-24 for the as-needed purchase of 750kva transformers to support the compressed air system upgrade. Of the six responses received, Midwest Electric Transformer Services, Inc. (Newton, KS) was the only response that met the required specifications. The total cost for the purchase of a 750kva transformer is \$64,440.80 including tax and shipping.</p>
Fiscal Impact	<p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$64,440.80</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>This is a repair and maintenance cost that was planned for in the 2024 Solid Waste Disposal budget.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	<ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

- 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?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- 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 is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable

Bid Response Summary

Bid Number RFQ 6078-24
Bid Title Transformer 750KVA (New or Refurbished)
Due Date Wednesday, March 6, 2024 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Open for Bidding
Company Midwest Electric Transformer Services, Inc.
Submitted By Reed Hammond - Monday, March 4, 2024 12:46:18 PM [(UTC-08:00) Pacific Time (US & Canada)]
 reed@midwesttransformer.com (316) 283-7500

Comments**Question Responses**

Group	Reference Number	Question	Response
Default Item Group			
	#1	ADDENDA Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal. If none were issued enter "0".	0
BACK GROUND AND PURPOSE			
	#1	The City of Spokane Waste to Energy Facility (COSWTEF) is located at 2900 S. Geiger Boulevard, Spokane, WA 99224-5400. COSWTEF works under aggressive deadlines and schedules that require suppliers to provide high service levels. The COSWTEF is initiating this Request for Quote to solicit bids from vendors who have a proven ability to provide new or refurbished spec'd: Transformer 750KVA (New or Refurbished)	I agree and I acknowledge
	#2	Delivery on site at COS WETF would be no later than six (6) weeks after receipt of order.	I don't agree and I don't acknowledge
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procurement.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 agree and I acknowledge
	#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 agree and I acknowledge

#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 agree and I acknowledge
GENERAL CONDITIONS		
#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge
#1.1	EXCEPTION: If you took exception above, upload here.	
INTERPRETATION		
#1	INTERPRETATION If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF QUOTES		
#1	WITHDRAWAL OF QUOTES Bidders may withdrawal Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of thirty (30) calendar days after the due date.	I agree and I acknowledge
EVALUATION OF QUOTES		

<p>#1</p>	<p>Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.</p>	<p>I agree and I acknowledge</p>
<p>QUOTING ERRORS</p>		
<p>#1</p>	<p>QUOTING ERRORS When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.</p>	<p>I agree and I acknowledge</p>
<p>REJECTION OF QUOTES</p>		
<p>#1</p>	<p>REJECTION OF QUOTES The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.</p>	<p>I agree and I acknowledge</p>
<p>AWARD OF CONTRACT(s)</p>		
Empty section for Award of Contract(s)		

#1	Award of contract(s) or purchase(s), when made by City Council as applicable, will be to the Bidder(s) whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE. Any order(s) resulting from award will be submitted by Purchasing. Unsuccessful Bidders will not automatically be notified of Quote results.	I agree and I acknowledge
PAYMENT TERMS		
#1	Payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and I acknowledge
#2	If you took exception to above, explain in detail.	
BIDDER INFORMATION		
#1	Person's Name, Title, Email Address, and Phone Number Submitting Bid	Reed Hammond VP of Sales reed@midwesttransformer.com (316) 283-7500
#2	State Person and Phone To Be Contacted By City Concerning Items Bid	Reed Hammond (316) 283-7500
ORGANIZATION		
#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		

#1	<p>Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.</p>	I agree and I acknowledge
#2	City of Spokane Business Registration Number	605173153
<p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>		
#1	<p>All materials submitted to the City in response to this competitive procurement shall become the property of the City.</p>	I agree and I acknowledge
#2	<p>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.</p>	I agree and I acknowledge
#3	<p>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.</p>	I agree and I acknowledge
#4	<p>The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.</p>	I agree and I acknowledge
<p>ADDITIONAL ITEMS</p>		

#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS		
#1	Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	I Certify No Agreement Was Entered
INTERLOCAL PURCHASE AGREEMENTS		
#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
ACCEPTANCE PERIOD		

#1	Bidders must provide a minimum of thirty (30) calendar days for acceptance by the City from the due date for receipt of Bids.	I agree and I acknowledge
PCB CERTIFICATION		
#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Yes
#3	If so were PCBs found at a measurable level?	No
#4	If so attach the results or note from whom the results can be obtained.	
#5	Do you have reason to believe the product contains measurable levels of PCBs?	No
#6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
GENERAL INSTRUCTIONS		
#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I agree and I acknowledge
#2	Time is of the essence in the performance of this contract.	I agree and I acknowledge
#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 agree and I acknowledge
#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 agree and I acknowledge

#5	The City reserves the right to accept or reject any part of or all Quotes deemed to be in the best interest of the City. The City may choose from more than one vendor. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
#6	Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
TECHNICAL SPECIFICATIONS		
#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I agree and I acknowledge
#2	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused.	I agree and I acknowledge
#3	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and I acknowledge
#4	Awarded Vendor(s) would be responsible for providing the following items as needed:	Yes
#4.1	Qty 1 Spec'd Transformer 750KVA New or Refurbished.	I agree and I acknowledge
#4.1.1	Download Technical Specification Sheet 750kva Transformer from "Documents" tab, complete and upload. If not provided quote may be considered non-responsive. Upload Here	City of Spokane - 750 KVA Three Phase Dry Type Transformer.pdf
#4.1.2	Bidder shall upload the "technical data" sheet for the Transformer 750KVA that it is quoting. Should Bidder not provide, quote may be considered non-responsive. Upload Here.	City of Spokane - 750 KVA Three Phase Dry Type Transformer.pdf
#5	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of valve. Upload Letter Here	Credit References.docx

#6	Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge
#7	Any delivered item that does not meet specifications will not be accepted. If the bidder’s product is unsatisfactory but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City’s option, a new 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 agree and I acknowledge
#8	Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.	I agree and I acknowledge
#8.1	Warranty - New Transformer 750kva: Bidder shall furnish standard warranty. State warranty:	1 Year
#8.2	Warranty – Refurbished Transformer 750kva: Bidder shall furnish standard warranty. State warranty:	N/A
#9	As applicable, Material Safety Data Sheets / Safety Data Sheets must be included with Bid Proposal. Upload Here	
#10	Federal and State laws governing this product and its final certification must be satisfied.	I agree and I acknowledge
#11	It shall be the Supplier’s responsibility to conform to all Federal Standards for certification.	I agree and I acknowledge
#12	If you took exception to any of the above, explain in detail.	
DELIVERY - F.O.B. Delivery Point		
#1	FOB Delivery Point: Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I agree and I acknowledge
#2	FREIGHT TRANSPORTATION CHARGES. Prepaid and add; and listed as a separate line item on invoices.	I agree and I acknowledge

#3	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and I acknowledge
#4	Deliveries shall be made between 7:30 a.m. and 2:30 p.m. Monday through Friday with the exception of recognized holidays unless arranged in advance.	I agree and I acknowledge
#5	Bidder shall state STANDARD LEAD TIME in calendar days for delivery at WTEF, after receipt of order.	Yes
#5.1	New Transformer 750kva: State lead time in calendar days for delivery at WTEF, upon receipt of order:	24-26 Weeks ARO
#5.2	Refurbished Transformer 750kva: State lead time in calendar days for delivery at WTEF, upon receipt of order:	N/A
#6	Bidder shall state STANDARD LEAD TIME in calendar days for delivery at WTEF, after receipt of order.	Yes
#6.1	New 750kva Transformer. State expedited lead time in calendar days for delivery at WTEF, upon receipt of order:	N/A
#6.2	Refurbished 750kva Transformer. State expedited lead time in calendar days for delivery at WTEF, upon receipt of order:	N/A
#7	If you took exception to any of the above, explain in detail.	
PRICING		
#1	Sales Tax: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
#2	Quantities shown on "Pricing Form" are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Payment would only be made for actual quantity ordered, delivered, and accepted.	I agree and I acknowledge
#2.1	Evaluating: As a cost comparison we will be reviewing unit pricing and lead times.	I agree and I acknowledge

#3	Enter Pricing on the "Pricing Tab" . Unit Pricing Should Not Include Tax.	I agree and I acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Estimated quantities are for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.								
Empty content for the rest of the table body								

Standard Lead Time	<p>New Transformer 750kva. Standard Lead Time, Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Unit Price Each:</p>	Base	Per Each Transformer	1.00	\$57,120.00	\$57,120.00
-----------------------	--	------	-------------------------	------	-------------	-------------

Standard Lead Time	Refurbished Transformer 750kva. Standard Lead Time, Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Unit Price Each:	Base	Per Each Transformer	1.00
-----------------------	--	------	-------------------------	------

Expedited Lead Time	New Transformer 750kva. Expedited Lead Time, Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Unit Price Each:	Base	Per Each Transformer	1.00
------------------------	--	------	-------------------------	------

Expedited Lead Time	Refurbished Transformer 750kva. Expedited Lead Time, Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Unit Pricing shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Unit Price Each:	Base	Per Each Transformer	1.00
------------------------	--	------	-------------------------	------

Standard Ground Freight Cost	Unit Freight Cost to be incurred for standard ground delivery a quantity one of Transformer 750kva, to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA, 99224- 5400. Unit Freight Cost "per" each transformer should not include tax. Unit Freight Cost shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Freight Cost To Be Incurred Cost Per Transformer.	Base	FreightCost Per Each Transformer	1.00	\$2,000.00	\$2,000.00
---------------------------------------	---	------	--	------	------------	------------

<p>Expedited Freight Cost</p>	<p>Unit Freight Cost to be incurred for expedited delivery a quantity one of Transformer 750kva, to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA, 99224- 5400. Unit Freight Cost "per" each transformer should not include tax. Unit Freight Cost shall be firm for 12 months from bid due date. Pricing adjustment will be considered on the anniversary of the award based on vendor providing back up documentation. Enter Freight Cost To Be Incurred Cost Per Transformer:</p>	<p>Base</p>	<p>FreightCost Per Each Transformer</p>	<p>1.00</p>
<p>Total Base Bid \$59,120.00</p>				



February 23, 2024
Quote Number: 3053

City of Spokane

Spokane, Washington

Midwest Electric Transformer Services is pleased to offer the following quotation for your consideration:

Qty: 1)	750 KVA Three Phae Dry Type Transformer Primary Voltage: 4160 Delta (30 KV BIL) Secondary Voltage: 480Y/277 (10 KV BIL) Taps: 2-2.5% FCAN and BN 5-Position Tap Changer Frequency: 60 Hz Temperature Rise: 115 °C Rise Cooling Class: AA Standard Impedance Material: Copper Primary Termination: Mounting Pads Secondary Termination: Mounting Pads Enclosure Type: Type 3R / IP24 ANSI 61 Gray Paint Enclosure Dimensions: 82" H x 68" W x 47" D Enclosure Weight: 5,820 lbs	Price: \$57,120.00 each
	Shipment: 24-26 Weeks ARO	
	Warranty: 1 Year	
	FOB: Freight Additional to Washington	
	Terms: Net 30 Days After Delivery, upon approved credit	
	~Pricing valid for 30 days.	

If you have any questions or if you need anything additional regarding this quote, please call me at 785-577-5475.

Thank you,

Reed Hammond – Manager
Midwest Electric Transformer Services
785-577-5475
reed@midwesttransformer.com

Standard Terms and Conditions

Revised October 2022

Midwest Electric Transformer Services, Inc.
1324 N Oliver Rd. Newton, KS 67114
316-283-7500 midwesttransformer.com

- 1. DEFINITIONS.** As used in these Terms and Conditions (hereinafter, "Terms"), Midwest means Midwest Electric Transformer, Inc. and its employees, agents, officers, assigns, and representatives. "Customer" means the party purchasing a product directly from Midwest. Midwest and Customer may be referred to herein individually as "Party" or collectively as "Parties". "Quote" or "Quoted" refers to only the written quotation document provided by Midwest to the Customer.
- 2. TERMS OF SALE.** Should Customer offer to purchase any equipment, services, or other items (hereinafter "Equipment") from Midwest, Midwest's acceptance of such is conditioned upon Customer's assent to these Terms. Any term, provision, or condition in conflict with, in addition to, or in modification of these Terms shall not be binding upon Midwest unless such is accepted in writing by an authorized officer of Midwest. These Terms are not an acceptance of any offer of Customer to purchase, and all offers to purchase made by Customer must be approved and accepted by Midwest. These Terms shall be applicable whether or not they are enclosed with Equipment received by the Customer.
- 3. PRICES, PAYMENT TERMS, and SECURITY INTEREST.** Unless agreed to in writing by the Parties, prices quoted by Midwest are current at the date of Quote and shall be subject to revision. Prices shall expire fifteen (15) days from the date of Quote unless Midwest receives a valid and complete purchase order before such time. The amount due shall be paid within the time period specified on the Quote.
- 4. TITLE and DELIVERY.** All deliveries shall be FOX or Ex Works ("EXW") Midwest's location. If delivered ("destined" to port, to a freight forwarder, whether arranged by Midwest or by Customer, the freight forwarder will be defined as a representative of Midwest and not of Customer. Risk of loss and title to all Equipment (if paid in full) furnished by Midwest shall pass directly to Customer at Midwest's location. All Delivery dates are estimates and under no circumstances does Midwest guarantee date of delivery.
- 5. CANCELLATION OR REVISIONS.** An order may be cancelled or revised only upon written approval by Midwest in its sole discretion. Cancellation charges for a stock (not custom) order shall not be less than 25% of the Equipment price, and due upon invoicing, unless written consent is made by Midwest. In the event Midwest does not approve such cancellation or revision, Customer shall remain liable for the full price of the Equipment ordered.
- 6. WARRANTY.** The only warranty applicable to the Equipment shall be such written warranty provided for on the Quote and set forth on corresponding Midwest Warranty document(s). Any warranty provided by Midwest with respect to the Equipment shall have no force or effect unless and until full payment for such Equipment has been received by Midwest.
- 7. INDEMNITY and RELEASE.** Customer agrees to indemnify Midwest and hold it harmless from any and all claims and expenses, including attorney's fees and costs, arising from Customer's use of the Equipment. By using the Equipment, Customer hereby agrees to release Midwest from any and all claims, obligations, damages (actual or consequential), and/or cost that Customer may incur arising out of, or in any way, related to the Equipment.
- 8. LIMITATION OF DAMAGES.** CUSTOMER UNDERSTANDS AND AGREES THAT IN NO EVENT SHALL CUSTOMER OR ANY THIRD PARTY ENTITLED TO THE RECOVERY OF INDIRECT, EXEMPLARY, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, LIQUIDATED, PUNITIVE, OR OTHER DAMAGES. Customer agrees and acknowledges that no special circumstances are present or contemplated by the Parties that would entitle Customer to consequential or special damages. Customer's maximum remedy for a breach of these Terms is the recovery of monies paid to Midwest for the Equipment involved in the breach.
- 9. FORCE MAJEURE.** Midwest shall not be liable for failures in performance due to acts beyond its control, including, but not limited to, acts of God, embargo, stoppage of labor, failure to secure materials of labor from usual sources of supply, riots, acts of war, fire, and acts of governmental or military authorities.

• continues •

10. **MEDIATION, ATTORNEY'S FEES, and GOVERNING LAW.** In the event of any dispute with respect to these Terms or performance of the Parties hereunder which cannot be reasonably settled by the Parties, Midwest and Customer agree to submit the dispute to mediation prior to initiating any litigation. The site of mediation shall be Newton, Kansas, unless another site is mutually agreed to between both Parties. If any action or proceeding shall be commenced to enforce these Terms, or any right arising in connection to these Terms, the prevailing Party shall be entitled to recover from the other Party, reasonable attorneys' fees, costs, and expenses incurred. The Parties agree that the Terms are to be governed and constructed in accordance with the laws of the state of Kansas, and Customer agrees to submit to the jurisdiction of Kansas courts in connection with the contractual relationship embodied in these Terms.
11. **SEVERABILITY, NO-ASSIGNMENT, NON-WAIVER, and ENTIRE AGREEMENT.** Every provision of these Terms is intended to be severable. If any term or provision is illegal, invalid, or unenforceable, such shall not affect the remainder. In lieu of such illegal, invalid, and unenforceable provision, there shall be added automatically, as part of these Terms, provisions similar in terms as necessary to render such provision legal, valid, and enforceable. Midwest's failure to enforce any or all of these Terms shall not constitute a waiver of its rights with respect to the same or any subsequent breach. Customer agrees not to assign or otherwise transfer its rights or obligations under these Terms without written consent of Midwest. These Terms state the entire agreement between the Parties, are binding and controlling, and supersedes all prior proposals and understandings, whether oral or written and all prior communications between the Parties relating to the subject matter of these Terms.

• end •

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/18/2024**Committee Agenda type:** Consent**Date Rec'd**

3/6/2024

Clerk's File #

OPR 2020-0418

Renews #**Cross Ref #****Council Meeting Date:** 04/08/2024**Submitting Dept**

SOLID WASTE DISPOSAL

Project #**Contact Name/Phone**

DAVID PAINE 625-6878

Bid #

PW ITB 5230-20

Contact E-Mail

DPAINE@SPOKANECITY.ORG

Requisition #

CR 26114

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4490 ELECTRICAL MAINTENANCE AND TECHNICAL SUPPORT SERVICES

Agenda Wording

Contract renewal 4 of 4 with United States Electric Corp. (Olympia, WA) for high voltage electrical maintenance and technical support services at the Waste to Energy Facility from 5/1/2024-4/30/25 with a total cost not to exceed \$500,000.00 plus tax.

Summary (Background)

The Waste to Energy Facility requires high voltage electrical support services to maintain continuous operations. On March 12, 2020, bidding closed on PW ITB 5230-20 for these services and United States Electric Corp. was the low cost bidder. The initial contract award was for one year with the option of four (4) additional one-year renewals. This will be the final renewal. Additional funding is needed on this renewal due to planned capital work to the facility's main transformer in 2024.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ \$500,000.00

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This is an annual as-needed maintenance expense along with \$350,000.00 in capital project work associated with the main transformer repair. Both were planned for in the 2024 Solid Waste Disposal budget.

Amount**Budget Account**

Expense \$ 350,000.00

4490-44900-37145-54803

Expense \$ 150,000.00

4490-44100-37148-54803

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	AVERYT, CHRIS
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Brady Malcolm, brady@uselectriccorp.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	March 18, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for high voltage electrical maintenance and technical support services at the Waste to Energy Facilit
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility at times has need for electrical support services to maintain continuous operations. On March 12, 2020 bidding closed on PW ITB 5230-20 for high voltage electrical technical and maintenance support, scheduled and unscheduled, as-needed services. There were three (3) responses received, United States Electric Corporation of Olympia, WA, Industrial Support Service of Deer Park, WA and Electrical Utility Services LLC of Davenport, WA. After review of the submissions, United States Electric was deemed to be the lowest cost, responsive and responsible bidder.</p> <p>The initial contract award was for \$90,000.00 from May 1, 2020 to April 30, 2021, with the option of four (4) additional one-year renewals. This will be the final renewal and will span from May 1, 2024 through April 30, 2025 with a total cost not to exceed \$500,000.00 plus tax. Additional funding is needed on this renewal due to planned capital work to the facility's main transformer.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$500,000.00</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>This is an annual as-needed maintenance expense along with \$350,000.00 in capital project work associated with the main transformer repair. Both were planned for in the 2024 Solid Waste Disposal budget.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. 	

- 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?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- 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 is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable



City of Spokane
CONTRACT RENEWAL
4 of 4
Title: HIGH VOLTAGE ELECTRICAL TECHNICAL
AND MAINTENANCE SUPPORT

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **UNITED STATES ELECTRICAL CORP. OF WASHINGTON** whose address is PO Box 87, Olympia, Washington 98507, as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform HIGH VOLTAGE ELECTRICAL TECHNICAL AND MAINTENANCE SUPPORT, SCHEDULED AND UNSCHEDULED – AS NEEDED; and

WHEREAS, the initial contract provided for four (4) additional one-year renewals, with this being the last of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated May 7, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on May 1, 2024 and end on April 30, 2025.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00)**, excluding tax, in accordance with the Updated Rate Sheet dated February 28, 2024, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. 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.

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 Renewal by having legally-binding representatives affix their signatures below.

**UNITED STATES ELECTRICAL CORP.
OF WASHINGTON**

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 – Certificate of Debarment
- Exhibit B – Updated Rate Sheet

**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)

EXHIBIT B

UNITED STATES ELECTRIC CORPORATION OF WASHINGTON

Phone # 206-391-7360 Fax # 360-915-6701

P.O. Box 87 Olympia, WA 98507

Electrical Contractors License UNITESE9848H General Contractors License UNITESE984QH

Date: February 28, 2024
To: David Paine & Rick Rinderle
Fm: Brady Malcolm
Re: Contract Extension – Bid # RFP 4077-14
Spokane Waste to Energy Facility

We are providing updated rates based on prevailing wage increases for electrical support.

Electrician straight time	\$165.00 an hour	Based on an 8 hour shift
Electrician time and a half	\$225.00 an hour	
Electrician double time	\$265.00 an hour	

Call out for work outside of planned shifts will be charged as a minimum of 8 hours at the applicable overtime rate.

Due to manpower shortages we cannot guarantee any response times or provide on call services unless prearranged in advance on a case by case basis.

Please see the attached extension form.

Please replace Vivian Hurd Vivian@uselectriccorp.com with
Dori Lentz Dori@uselectriccorp.com


If you have any questions, please call me at 206-391-7360.

Thank you,

Brady Malcolm
United States Electric Corporation of Washington



CITY OF SPOKANE - WTEF 2900 S GEIGER BLVD Spokane, WA 99224-5400
Phone 509 625 6527

OPR 2020-0418	High Voltage Electrical Technical And Maintenance Support; Scheduled and Unscheduled --As Needed	Base Year	First Opt Year	Second Opt Year	Third Opt Year	Fourth Opt Year
UNIT PRICE TO BE INCURRED FOR SCHEDULED/UNSCHEDULED SERVICES	UNIT PRICE TO BE INCURRED FOR SCHEDULED/UNSCHEDULED SERVICES	May 1, 2020 Through April 30, 2021	May 1, 2021 Through April 30, 2022	May 1, 2022 Through April 30, 2023	May 1, 2023 Through April 30, 2024	May 1, 2024 Through April 30, 2025
Description	Estimated Hours, More Or Less, That Could Be Incurred in a or A Single Cold Iron Outage	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Straight Time Rate	40 Hours (More or Less),	\$125 HR	\$135 HR	\$145 HR	\$155 HR	\$165.00 per hour
Time and a Half Rate	8 Hours	\$165 HR	\$180 HR	\$190 HR	\$210 HR	\$225.00 per hour
Double Time Rate	12 Hours	\$195 HR	\$215 HR	\$230 HR	\$250 HR	\$265.00 per hour
Emergency Time Rate	40 Hours (More or Less),	\$6 HR standby on call rate for 24 hr 90 minute response time (weather & Traffic)	\$10.00 HR standby on call rate for 24 hr 90 minute response time (weather & Traffic)	\$12.00 HR standby on call rate for 24 hr 90 minute response time (weather & Traffic)	\$15.00 HR standby on-call rate for 24 hr 90 minute response time (weather & Traffic)	\$18.00 HR standby on-call rate for 24 hr 90 minute response time (weather & Traffic)
Percentage Markup For Parts/Material Above Cost.		20%	20%	20%	20%	20%
Percentage Markup For Rental Equipment Above Cost.		20%	20%	20%	20%	20%
United States Electric Corp. of Washington						NAME: Brady Malcolm
Dori Lentz dori@uselectriccorp.com 360-915-6700 x113						 SIGNATURE
Brady Malcolm brady@uselectriccorp.com 206-391-7360						
						DATE: February 28, 2024

****Due to shortage of qualified man-power, we can not guarantee any response times. If pre-arranged, we can provide a response time and an on-call service on a case-by-case basis.****



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2023

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

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

PRODUCER USI Insurance Services NW 201 West North River Drive STE 615 Spokane, WA 99201 509 456-2648	CONTACT NAME: Sage Ryan-Wutherich
	PHONE (A/C, No, Ext): 208-917-5692 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: sage.ryan-wutherich@usi.com
INSURED United States Electric Corp. PO Box 87 Olympia, WA 98507	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Western National Mutual Insurance Compa 15377
	INSURER B : Evanston Insurance Company 35378
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CPP132717100	11/06/2023	11/06/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA Stop Gap \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	CPP132664100	11/06/2023	11/06/2024	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000	X		UMB105462700	11/06/2023	11/06/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased/Rented			CPP132721200	11/06/2023	11/06/2024	\$ 100,000
B	Pollution Liab			CPLMOL114650	02/12/2023	11/06/2024	\$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is granted Additional Insured status as respects operations of the Named Insured.
Coverage is Primary and Non-Contributory with Waiver of Subrogation.

CERTIFICATE HOLDER City of Spokane Solid Waste Disposal 2900 South Geiger Blvd Spokane, WA 99224-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

CERTIFICATE OF LIABILITY INSURANCE

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

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


PRODUCER USI Insurance Services NW 201 West North River Drive STE 615 Spokane, WA 99201 509 456-2648	CONTACT NAME: Sage Ryan-Wutherich
	PHONE (A/C, No, Ext): 208-917-5692 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: sage.ryan-wutherich@usi.com
INSURED United States Electric Corp. PO Box 87 Olympia, WA 98507	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Western National Mutual Insurance Compa 15377
	INSURER B : Evanston Insurance Company 35378
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CPP132717100	11/06/2023	11/06/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA Stop Gap \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	CPP132664100	11/06/2023	11/06/2024	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ \$10,000	X		UMB105462700	11/06/2023	11/06/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased/Rented			CPP132721200	11/06/2023	11/06/2024	\$ 100,000
B	Pollution Liab			CPLMOL114650	02/12/2023	11/06/2024	\$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Spokane, its officers and employees are primary non-contributory additional insured as respects the above project only per insuring forms attached.

CERTIFICATE HOLDER City of Spokane 808 Spokane Falls Blvd #3327 Spokane, WA 99201-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



Agenda Sheet for City Council:

Committee: PIES **Date:** 03/18/2024

Committee Agenda type: Consent

Date Rec'd 3/7/2024

Clerk's File # OPR 2022-0257

Renews #

Cross Ref #

Council Meeting Date: 04/08/2024

Submitting Dept	SOLID WASTE DISPOSAL	Project #	
------------------------	----------------------	------------------	--

Contact Name/Phone	DAVID PAINE 625-6878	Bid #	IRFP 5528-21
---------------------------	----------------------	--------------	--------------

Contact E-Mail	DPAINE@SPOKANECITY.ORG	Requisition #	CR 26116
-----------------------	------------------------	----------------------	----------

Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

Agenda Item Name	4490 CONTRACT RENEWAL FOR CHEMICAL MANAGEMENT SERVICES		
-------------------------	--	--	--

Agenda Wording

Contract renewal 1 of 3 with Nalco Company, LLC (Spokane, WA) for chemical management services at the Waste to Energy Facility from 4/1/24-3/31/25 with a cost not to exceed \$49,000.00 including tax.

Summary (Background)

The Waste to Energy Facility's boiler and component cooling water system requires chemical management and treatment for all water required to protect the boiler and components. On 2/16/22, bidding closed on IRFP 5528-21 for these services. Based on their response, Nalco Company, LLC. was awarded a two year contract with the possibility of three one-year renewals. This will be the first renewal. Due to the lifetime amount of the contract totaling \$141,000.00, City Council approval is required.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 49,000.00
------------	--------------

Current Year Cost	\$
-------------------	----

Subsequent Year(s) Cost	\$
-------------------------	----

Narrative

This is an annual operating cost that was planned for in the 2024 Solid Waste Disposal budget.

Amount

Budget Account

Expense	\$ 49,000.00	# 4490-44100-37148-53203
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	AVERYT, CHRIS	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	JONES, GARRETT		

Additional Approvals

Distribution List

Zachary Singer, zachary.singer@ecolab.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	March 18, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for chemical management services at the Waste to Energy Facility.
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility's boiler and component cooling water system requires chemical management and treatment for all water required to protect the boiler and components.</p> <p>On February 16, 2022, bidding closed on IRFP 5528-21 for the chemical management program and treatment chemicals required at the facility. Based on their response, Nalco Company, LLC. was awarded a two year contract from April 1, 2022 through March 31, 2024 for a total cost of \$92,000.00, with the option of three additional one-year renewals. This will be the first of the three renewals allowed and run from April 1, 2024 through March 31, 2025 with a total cost not to exceed \$49,000.00 including tax. Due to the lifetime amount of the contract now totaling \$141,000.00, City Council approval is now required.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$49,000.00 including tax</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>This is an annual operating cost that was planned for in the 2024 Solid Waste Disposal budget.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. 	

- 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?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- 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 is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable



City of Spokane
CONTRACT RENEWAL #1 of 3
**Title: Chemical Management Program and
Treatment Chemicals per IRFP 5528-21**

This Contract Renewal is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **Nalco Company, LLC**, whose address is 421 West Riverside Avenue, Suite 770, Spokane, Washington 99201 as (“Company”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Water Treatment Service in the Water Treatment Analysis, Evaluation, Monitoring and Issuance of Recommendations with Support Logic for the WTEF; and

WHEREAS, the original Contract allowed for three (3) one-year additional renewals, this being renewal number one (1), therefore this contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated April 6, 2022, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on April 1, 2024, and shall end March 31, 2025.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **FORTY-NINE THOUSAND AND 00/100 (\$49,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. 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 (see Exhibit A).

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 Renewal by having legally-binding representatives affix their signatures below.

NALCO COMPANY, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Nalco Company, LLC – 1st Renewal Pricing Quote dated February 29, 2024.

U2024-027

EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B



PURCHASING DEPARTMENT NELSON TEAM
 915 N. NELSON ST
 Spokane, WA 99202
 Phone 509 625 6527

CHEMICAL MANAGEMENT PROGRAM AND TREATMENT CHEMICALS
 Service Contract OPR 2022-0257

	Base Year Period	1st Renewal Period																						
	4/1/2022 Through 3/31/2024	4/1/2024 Through 3/31/2025																						
Boiler, Steam and Condensate Systems																								
The estimated annual operating chemical cost for treating the boiler and steam system, is broken down by functionality as follows:	Cost	Cost																						
Boiler Corrosion and Scale Inhibitors Boiler	\$15,287.11	18000																						
Feedwater Oxygen Scavenger	\$7,987.89	11784.04																						
Steam and Condensate Treatment	\$6,945.60	9456																						
Cooling Water Closed Loop Treatment	\$589.40	700																						
Testing Reagents, labware, equipment	\$3,000.00	4600																						
Analytical and Resin Analysis	Included																							
Corrosion Coupon Analysis Program	Included																							
SUBTOTAL	\$33,810.00	44540.04																						
Chemical Deliveries																								
<p>Nalco Zero Defect Delivery Service – Nalco will handle all chemical deliveries into the facility using our Zero Defect Delivery Service. WTEF employees will not handle any of the boiler chemicals. This continues eliminating the risk of employee exposure to these chemistries. Product offloads of Nalco 356 and Nalco Eliminox will be 200 gallons each. The BT-2610 offloads will be 400 gallons each. All of the chemistry will be transferred by the Nalco Certified Delivery Specialist into either Stainless Steel Nalco Portafeed Units or your BT-2610 Bulk Tank.</p>																								
Project Option:																								
Nalco has recommended the use of a novel sidestream filter to continuously remove iron particulate in the CCW system to continue to prevent fouling of small diameter closed cooling water lines as well as heat exchange surfaces. This piece of equipment is a 3-in-1 tool (magnetic iron trap, particulate filter, and chemical shot-pot feeder). The cost of the equipment would be built into the first year of the contract, with the cost dropping off at the 2nd year. I have included a cutsheet of this equipment on the following page for WTEF review. This would replace the current shot-pot feeder that already exists off the CCW pumps. Nalco would supply and help start up the filter system. WTEF would be responsible for installation and subsequent maintenance on the filter (filter cartridge change-outs).	Cost	Cost																						
X-POT Compact SideStream Filter	\$6,256.00	6256.00																						
Filter Cartridges (5 x 50 micron, 5 x 20 micron)	\$1,740.00	1740																						
SUBTOTAL	\$7,996.00	7996.00																						
<table border="1"> <tr> <td>Nalco Company LLC</td> <td rowspan="6" style="text-align: center;">Two-Year Base Pricing Per NALCO response to IRFP 5528-21</td> <td>NAME:</td> <td>zachary singer</td> </tr> <tr> <td>421 West Riverside Ave, Suite 770</td> <td>SIGNATURE:</td> <td><i>Zachary Singer</i></td> </tr> <tr> <td>Spokane, Washington 99201</td> <td>DATE:</td> <td>2/29/24</td> </tr> <tr> <td>Phone 509 928 7713</td> <td></td> <td></td> </tr> <tr> <td>Zachary J. Singer, Account Manager</td> <td></td> <td></td> </tr> <tr> <td>Cell 509 741 9221</td> <td></td> <td></td> </tr> <tr> <td>zachary.singer@ecolab.com</td> <td></td> <td></td> </tr> </table>			Nalco Company LLC	Two-Year Base Pricing Per NALCO response to IRFP 5528-21	NAME:	zachary singer	421 West Riverside Ave, Suite 770	SIGNATURE:	<i>Zachary Singer</i>	Spokane, Washington 99201	DATE:	2/29/24	Phone 509 928 7713			Zachary J. Singer, Account Manager			Cell 509 741 9221			zachary.singer@ecolab.com		
Nalco Company LLC	Two-Year Base Pricing Per NALCO response to IRFP 5528-21	NAME:	zachary singer																					
421 West Riverside Ave, Suite 770		SIGNATURE:	<i>Zachary Singer</i>																					
Spokane, Washington 99201		DATE:	2/29/24																					
Phone 509 928 7713																								
Zachary J. Singer, Account Manager																								
Cell 509 741 9221																								
zachary.singer@ecolab.com																								

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/18/2024**Committee Agenda type:** Consent**Date Rec'd**

3/6/2024

Clerk's File #

OPR 2020-0341

Renews #**Cross Ref #****Council Meeting Date:** 04/08/2024**Submitting Dept**

SOLID WASTE DISPOSAL

Project #**Contact Name/Phone**

DAVID PAINE 625-6878

Bid #

PW ITB 5238-20

Contact E-Mail

DPAINE@SPOKANECITY.ORG

Requisition #

CR 26115

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4490 CONTRACT RENEWAL FOR BOILERMAKER SERVICES

Agenda Wording

Contract renewal 3 of 3 with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for boilermaker services at the Waste to Energy Facility from 4/1/2024-3/31/2025 with a total cost not to exceed \$1,300,000.00 including tax.

Summary (Background)

Each year, two scheduled outages are performed on the boilers at the Waste to Energy Facility in order to repair or replace worn components. On March 2, 2020, two responses were received for PW ITB 5238-20 and Helfrich Brothers Boiler Works, Inc. was the low cost bidder. The initial contract award was for one year with the possibility of three additional one-year renewals. This will be the final renewal.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 1,300,000.00

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This is an annual operating and maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.

Amount**Budget Account**

Expense \$ 1,300,000.00

4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	March 18, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for boilermaker services at the Waste to Energy Facility
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Each year, two scheduled outages on each of the two boilers at the Waste to Energy facility are performed to repair or replace worn components and at times, emergency services are required when failures occur in between outages. Without these repairs and maintenance, the boilers would be unable to continue uninterrupted operation.</p> <p>On March 2, 2020 two responses were received for PW ITB 5238-20 for these services; New England Mechanical Overlay of Pittsfield, NH and Helfrich Brothers Boiler Works, Inc., of Lawrence, MA. Helfrich Brothers Boiler Works, Inc. was the lowest cost bidder.</p> <p>The initial contract was for two years from April 1, 2020 through March 31, 2022 with the option to extend for three (3) additional one-year periods. This will be the third and final renewal with an anticipated cost not to exceed \$1,300,000.00 including tax.</p>
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1,300,000.00 including tax</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>This is an annual operating and maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. 	

- 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?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- 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 is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable



City of Spokane
CONTRACT RENEWAL
3 OF 3
Title: BOILERMAKER SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **HELFRICH BROTHERS BOILER WORKS, INC.**, whose address is 39 Merrimack Street, Lawrence, MA 01843 , as "Contractor", individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the Contractor agreed to provide Boilermaker Services for Scheduled Outages, Super Heater Pendant Replacements and Emergency Service; and

WHEREAS, the initial contract provided for three (3) additional one-year renewals, with this being the last of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 16, 2020 and April 4, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on April 1, 2024 and shall run through March 31, 2025.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE MILLION THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,300,000.00)** in accordance with the attached 2024 Rates, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. 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.

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 Renewal by having legally-binding representatives affix their signatures below.

**HELFRICH BROTHERS BOILER
WORKS, 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:

- Certificate of Debarment
- 2024 Rates

**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.

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



39 Merrimack Street
Lawrence, Massachusetts 01843
Tel.: 978 683-7244 Fax: 978 683-0790
Web site: hbbwinc.com

**City of Spokane T&M Rates
2024 – 2025**

CLASSIFICATION	STRAIGHT	OVERTIME	DOUBLE TIME
Boilermaker	\$108.00	\$157.00	\$194.00
Supervisor	\$127.00	\$174.00	\$212.00

ADDITIONAL EXPENSES

- ❖ T&M jobs over \$5,000.00 shall be subject to a 15% safety supply and material charge
- ❖ All rentals shall be invoiced in accordance with the attached “rental fee schedule”
- ❖ On all emergency calls, there shall be a minimum billing of (8) hours per individual.
- ❖ All shifts of (8) hours or more including travel shall be subject to a per diem fee of \$150.00 per individual

EMERGENCY (24) HOUR SERVICE

978-683-7244



39 Merrimack Street
 Lawrence, Massachusetts 01843
 Tel.: 978 683-7244 Fax: 978 683-0790
 Web site: hbbwinc.com

**City of Spokane Equipment Fee Schedule
 2024 – 2025**

Equipment Description	Fee	Unit
4-Pack welding machine XMT	\$115.00	Shift
4-Pack welding machine MPA	\$143.75	Shift
Power cart with cords and boxes	\$172.50	Shift
Semi-automatic overlay machines	\$230.00	Shift
End prep tools / wall saws	\$115.00	Shift
Rolling motor kit	\$86.25	Shift
Wallbangers (kit of 2)	\$86.25	Shift
Expanders	\$28.75	Shift
2-way radio	\$11.50	Shift
Air compressor 175 - 195 CFM	\$74.75	Shift
Air compressor 350 - 450 CFM	\$115.00	Shift
Air compressor 1600 - 1800 CFM	\$230.00	Shift
Bull hose with all connections & whip check	\$46.00	Shift
Air dryer	\$184.00	Shift
6K Variable reach lull	\$149.50	Shift
5K Fork lift	\$103.50	Shift
1-5 ton line pull air tuggers	\$126.50	Shift
1-5 ton air chain hoists	\$126.50	Shift
1-5 ton beam trollies / clamps	\$28.75	Shift
1-5 ton hand chain falls / lever action hoist	\$28.74	Shift
Break trailer	\$2,012.50	Wkly
Tool trailer	\$2,012.50	Wkly



Agenda Sheet for City Council:

Committee: PIES **Date:** 03/18/2024

Committee Agenda type: Consent

Date Rec'd 3/6/2024

Clerk's File # OPR 2024-0244

Renews #

Cross Ref #

Council Meeting Date: 04/08/2024

Submitting Dept	SOLID WASTE DISPOSAL	Project #	
------------------------	----------------------	------------------	--

Contact Name/Phone	DAVID PAINE 625-6878	Bid #	PW ITB 6028-23
---------------------------	----------------------	--------------	----------------

Contact E-Mail	DPAINE@SPOKANECITY.ORG	Requisition #	CR 26117
-----------------------	------------------------	----------------------	----------

Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

Agenda Item Name	4490 CONTRACT FOR STACK REPAIRS AND INSPECTION		
-------------------------	--	--	--

Agenda Wording

Contract award to Gerard Chimney Company (St. Louis, MO) for stack repairs and inspection at the Waste to Energy Facility from 4/1/2024-12/31/2024 and a total cost not to exceed \$225,000.00 plus tax.

Summary (Background)

The Waste to Energy stack (chimney) is an integral part of the boilers and is currently in need of repairs. Once repairs are made, a final inspection is also needed, indicating no more work is necessary to maintain the stacks integrity. On Jan. 8, 2024 bidding closed on PW ITB 6028-23 for these repairs and inspection. Three responses were received and Gerard Chimney Company was the low cost bidder.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ \$225,000.00

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This is an unplanned but necessary expense and is a requirement of the facility's insurance provider. The additional funds needed for this work will be offset by adjustments in other planned maintenance in 2024.

Amount

Budget Account

Expense	\$ 225,000.00	# 4490-44900-37145-54803
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

AVERYT, CHRIS

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

PICCOLO, MIKE

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

PRINCE, THEA

Distribution List

John Maddock, john@gerardchimney.com

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	March 18, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract award for stack repairs and inspection at the Waste to Energy Facility
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy stack (chimney) is an integral part of the boilers. If not kept in good working condition it could affect the facility's ability to comply with federal and state regulations and potentially present hazards to personnel. The stack is currently in need of repairs. Once repairs are complete, a final inspection is also needed, indicating no more work is necessary to maintain the stacks integrity.</p> <p>On January 8, 2024, bidding closed on PW ITB 6028-23 for these required stack repairs and inspection. Three responses were received and Gerard Chimney Company (St. Louis, MO) was the low cost bidder. The contract award will be from April 1, 2024 through December 31, 2024 with a total cost not to exceed \$225,000.00 plus tax.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$225,000.00 plus tax</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>This is an unplanned but necessary expense and is a requirement of the facility's insurance provider. The additional funds needed for this work will be offset by adjustments in other planned maintenance in 2024.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. 	

- 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?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- 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 is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable



City of Spokane

PUBLIC WORKS CONTRACT

Title: **STACK REPAIRS AND INSPECTION**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GERARD CHIMNEY COMPANY**, whose address is 4607 Beck Avenue, St. Louis, Missouri 63116, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Stack Repairs and Inspection**, selected via PW ITB 6052-23.
2. **CONTRACT DOCUMENTS.** The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Response to ITB (Exhibit B). These contract documents are on file in the Solid Waste Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TERM.** The term of this Contract begins on April 1, 2024, and ends on December 31, 2024, unless amended by written agreement or terminated earlier under the provisions.
4. **TERMINATION.** Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
5. **COMPENSATION/PAYMENT.**
 - A. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$225,000.00)**, plus sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the

City in the form of an executed amendment to this Contract.

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

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

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

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

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

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

the State Insurance Commissioner pursuant to RCW 48:

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

13. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by

apprentices enrolled in a state-approved apprenticeship program.

1. **Subcontracting Requirements.** The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

15. **EXECUTIVE ORDER 11246.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. KEY PERSONS. The Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, nor shall those key persons, or employees of Contractor identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Contractor's employment, the Contractor shall present to the City one

or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Contractor from its obligations under this Contract.

GERARD CHIMNEY COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:
Exhibit A - Certification Regarding Debarment
Exhibit B – Response to PW ITB 6052-23
Payment Bond
Performance Bond
24-014

EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

PAYMENT BOND

We, **GERALD CHIMNEY COMPANY**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$225,000.00)**, plus sales tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Stack Repairs and Inspection**, selected via IPWQ 5809-23. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

GERALD CHIMNEY COMPANY,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **GERALD CHIMNEY COMPANY**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$225,000.00)**, plus sales tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **Stack Repairs and Inspection**, selected via IPWQ 5809-23. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

GERALD CHIMNEY COMPANY,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

Bid Response Summary

Bid Number PW ITB 6028-23 (Re-Bid)
Bid Title Stack Repairs, and Inspection. (Stack Repairs Falls Under Public Works)
Due Date Monday, January 8, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Gerard Chimney Company
Submitted By John Maddock - Monday, January 8, 2024 12:57:47 PM [(UTC-08:00) Pacific Time (US & Canada)]
 john@gerardchimney.com 314-772-9696

Comments

Question Responses

Group	Reference Number	Question	Response
MANDATORY Pre Bid Site Visit			
	#1	A MANDATORY pre-bid conference and walk through will be held on MONDAY, DECEMBER 11, 2023, at 09:00a.m local time. The location will be at the Waste to Energy Facility (WTEF), Administration Office, 2900 S Geiger Blvd, Spokane WA 99224. This meeting is MANDATORY ONLY for those companies who have not: Previously performed Stack Repairs at the City of Spokane Waste to Energy Facility, 2900 S. Geiger Blvd., Spokane WA 99224, or who have not attended Mandatory Site visit that had been conducted on October 13, 2023, regarding Bid PW ITB 5993-23, Stack Repairs, and Inspection. (Stack Repairs Falls Under Public Works).	I acknowledge
	#2	Bidder realizes if it does not attend the Mandatory Pre Bid Meeting, it will be non-responsive and cannot submit a bid, unless it has previously performed Stack Repairs at the City of Spokane Waste to Energy Facility, 2900 S Geiger Blvd., Spokane WA 99224, or unless it had attended the Mandatory Site visit that was conducted on October 13, 2023, regarding Bid PW ITB 5993-23, Stack Repairs, and Inspection.	I acknowledge
	#3	If your company has previously performed Stack Repairs at the of Spokane Waste to Energy Facility, 2900 S Geiger Blvd., Spokane WA 99224, please advise of dates that services were performed.	NA

#4	Did your company attend the Mandatory Site visit that was conducted on October 13, 2023, regarding Bid PW ITB 5993-23, Stack Repairs, and Inspection.	Yes
BACKGROUND		
#1	City of Spokane Waste to Energy (WTE) Facility is a 800 tons per day resource recovery facility (RRF) locates at 2900 S. Geiger Road Spokane, WA 99224.	I acknowledge
#2	The facility burns municipal solid waste (MSW). It produces electricity for sale on the grid.	I acknowledge
#3	The facility began operation in 1992. It includes two (2) identical B&W boilers, each rated at 114.7 klb./hr. of 850 psig, 800°F superheated steam	I acknowledge
#4	The City of Spokane is seeking an experienced Contractor to perform stack repairs and to conduct stack inspection after completing repairs per bid specifications.	I acknowledge
#5	Contractor shall be a Washington State registered "and" licensed contractor at time of Bid submittal. Contactor must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement at the time of Bid submittal.	I acknowledge
SUBMISSION OF BIDS		
#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I acknowledge
#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 P.m. Pacific Local Time, on the Bid Due Date.	I acknowledge

#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
GENERAL CONDITIONS		
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	I acknowledge and agree
#2	EXCEPTIONS: If you took exception to any of the above, explain in detail	NA
TERMS AND CONDITIONS		
#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and agree
#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	
SECTION I. BID PREPARATION AND EVALUATION		
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

<p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>	<p>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</p>	<p>I acknowledge and agree</p>
<p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>	<p>The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.</p>	<p>I acknowledge and agree</p>
<p>MINORITY BUSINESS ENTERPRISE</p>	<p>Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women</p>	<p>Is Not</p>
<p>SMALL BUSINESS</p>	<p>Bidder (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).</p>	<p>Is</p>
<p>NON-COLLUSION</p>	<p>The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding the items covered by this Bid invitation</p>	<p>I Certify</p>

CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications of PW ITB 6028-23.	I acknowledge and agree
QUALIFICATION	Any Contractor, who responds to this bid shall have a minimum of three (3) years experience in similar repairs and inspections.	I acknowledge and agree
QUALIFICATION	Skilled technicians experienced in the design and construction of industrial chimneys and stacks scaffolding are to perform the work specified.	I acknowledge and agree
QUALIFICATION	Prior to the awards of Contracts, 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
QUALIFICATION	Supplemental Bidder Responsibility Criteria applies.	I acknowledge and agree
QUALIFICATION	Supplemental Bidder Responsibility. Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder.	I acknowledge and agree
QUALIFICATION	Supplemental Bidder Responsibility Criteria Bidders can Download "Supplemental Bidder Responsibility Criteria Form With Work Experience Form" From The Bids Documents Tab, Complete And Upload Here.	Supplemental Bidder Responsibility - GCC.pdf
QUALIFICATION	Supplemental Bidder Responsibility Criteria After bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign and submit this form with attached documentation within twenty four (24) hours of notification.	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 acknowledge and agree

<p>WASHINGTON STATE RETAIL SALES TAX.</p>	<p>A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.</p>	<p>I acknowledge and agree</p>
<p>WASHINGTON STATE RETAIL SALES TAX.</p>	<p>B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes.</p>	<p>I acknowledge and agree</p>
<p>REJECTION OF BIDS</p>	<p>The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.</p>	<p>I acknowledge and agree</p>
<p>PUBLIC WORK REQUIREMENTS- STACK REPAIRS</p>	<p>Services Fall Under Public Works. The scope of work STACK REPAIRS for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids.</p>	<p>I acknowledge and agree</p>
<p>Non - PUBLIC WORK REQUIREMENTS- STACK INSPECTION</p>	<p>STACK INSPECTION SERVICES for this Project constitutes "do not" fall Under Public Works.</p>	<p>I acknowledge and agree</p>

<p>CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES</p>	<p>Before award of a Public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.</p>	<p>I acknowledge and agree</p>
<p>WA STATED REGISTERED "AND" LICENSED CONTRACTOR</p>	<p>The Contractor shall be a Washington State Registered "and" Licensed Contractor at time of Bid submittal.</p>	<p>I acknowledge and agree</p>
<p>BUSINESS REGISTRATION REQUIREMENT</p>	<p>Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination</p>	<p>I acknowledge and agree</p>
<p>CONTRACTOR CONTACT INFORMATION</p>	<p>Please indicate Name, Telephone Number and E-Mail address for the person submitting this Bid response.</p>	<p>John H. Maddock 314-772-9696 john@gerardchimney.com</p>
<p>CONTRACTOR CONTACT INFORMATION</p>	<p>Provide the name, phone number, and email address for the person in your Company that will potentially sign a contract through the DocuSign process used by the City.</p>	<p>John H. Maddock 314-772-9696 john@gerardchimney.com</p>
<p>EXCEPTIONS</p>	<p>If you to exception to any of the above, explain in detail.</p>	<p>NA</p>
<p>SECTION II. GENERAL REQUIREMENTS</p>		
<p> </p>		

<p>APPLICABLE STANDARDS AND CODES</p>	<p>These standards and codes must be adhered: American National Standards Institute (ANSI), American Society of Mechanical Engineers (ASME), American Society for Testing and Materials (ASTM), and Occupational Safety and Health Administration (OSHA)</p>	<p>I acknowledge and agree</p>
<p>SAFETY AND ENVIRONMENTAL</p>	<p>All work shall be performed in accordance with all COS WTE Safety and Environmental Rules. From the Documents Tab, bidder had reviewed 4490-2016-38-04 Contractor Safety and Environmental Requirements.</p>	<p>I acknowledge and agree</p>
<p>SAFETY AND ENVIRONMENTAL</p>	<p>All work shall be done in accordance with all local, state, and federal codes, standards, and regulations, such as OSHA. Lead, cadmium, and arsenic above the PEL level has been found in the work area. The work area shall also be considered a “confined space”. See 40 CFR 1926 for requirements. The Contractor is responsible for the compliance of his employees and shall furnish proof of his compliance prior to commencing work.</p>	<p>I acknowledge and agree</p>
<p>SAFETY AND ENVIRONMENTAL</p>	<p>All contaminated PPE shall be disposed of in COS WTE provided containers within the boiler building prior to Contractor’s employees leaving boiler building confines.</p>	<p>I acknowledge and agree</p>
<p>PROFESSIONALISM</p>	<p>Successful contractor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.</p>	<p>I acknowledge and agree</p>
<p>SCOPE OF WORK</p>	<p>The work shall be performed in accordance with this document, manufacturer’s recommendations, and applicable ASME requirements for fired pressure vessels. The Contractor’s service shall be complete in every detail, even though every item may not be shown.</p>	<p>I acknowledge and agree</p>

<p>SCOPE OF WORK</p>	<p>Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment (to include crane rental), supplementary lighting if required, transportation, and other items of work and costs necessary to complete the specified Work, unless otherwise stated in this bid document.</p>	<p>I acknowledge and agree</p>
<p>SCOPE OF WORK</p>	<p>Contractor shall sign all personnel in to the control room logbook at the start of each shift and sign them out at the end of shift or anytime an employee leaves or returns to the site This provides the COS an accurate account of contractors who are on site. All contractors onsite will also attend mandatory daily status meetings.</p>	<p>I acknowledge and agree</p>
<p>SCOPE OF WORK</p>	<p>Contractor shall have all onsite employees watch a 20-minute contractor safety video specific to our site and comply with all COS & WTE safety rules and procedures.</p>	<p>I acknowledge and agree</p>
<p>SCOPE OF WORK</p>	<p>Contractor is responsible for turning in accurate city of Spokane time sheets at the end of each shift.</p>	<p>I acknowledge and agree</p>
<p>SCOPE OF WORK</p>	<p>COS WTE will ensure all lock out tag out procedures are followed, and that the vessel is safe to work on. Contractor will be responsible for following all City of Spokane lock out tag out procedures.</p>	<p>I acknowledge and agree</p>
<p>AWARD OF CONTRACT</p>	<p>AWARD OF CONTRACT City Council shall approve award of Contract. Award of Contract, when made, will be to lowest responsive responsible bidder based on rates. Unsuccessful Contractors will not automatically be notified of results.</p>	<p>I acknowledge and agree</p>
<p>EXECUTION OF CONTRACT</p>	<p>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.</p>	<p>I acknowledge and agree</p>

<p>LIQUIDATED DAMAGES</p>	<p>If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of \$2000.00 for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date.</p>	<p>I acknowledge and agree</p>
<p>PERMITS</p>	<p>The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.</p>	<p>I acknowledge and agree</p>
<p>GUARANTEE</p>	<p>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 its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.</p>	<p>I acknowledge and agree</p>
<p>SUBCONTRACTORS</p>	<p>The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors, and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.</p>	<p>I acknowledge and agree</p>

<p>PERFORMANCE BOND "and" PAYMENT BOND</p>	<p>The Contractor shall furnish, at its sole expense, a Performance Bond, "and" a Payment Bond equal to one hundred percent (100%) of the estimated contract price of \$167,000. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570.</p>	<p>I acknowledge and agree</p>
<p>PUBLIC WORKS REQUIREMENTS - STACK REPAIRS</p>	<p>A. Prevailing Wage: 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).</p>	<p>I acknowledge and agree</p>

PUBLIC WORKS
REQUIREMENTS -
STACK REPAIRS

B. Prevailing Wage: 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://secure.lni.wa.gov/wagelookup/>. 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.

I acknowledge and agree

<p>PUBLIC WORKS REQUIREMENTS - STACK REPAIRS</p>	<p>C. Prevailing Wage: If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.</p>	<p>I acknowledge and agree</p>
<p>PUBLIC WORKS REQUIREMENTS - STACK REPAIRS</p>	<p>D. Statement of Intent. 1. The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).</p>	<p>I acknowledge and agree</p>
<p>PUBLIC WORKS REQUIREMENTS - STACK REPAIRS</p>	<p>E. Filing Fees 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 and I.</p>	<p>I acknowledge and agree</p>
<p>PUBLIC WORKS REQUIREMENTS - STACK REPAIRS</p>	<p>F. Department of Labor and Industries' Public Works and Prevailing Wage Training . As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement BEFORE BIDDING on public works projects under RCW 39.04.350 and RCW 39.06.020</p>	<p>I acknowledge and agree</p>
<p>PUBLIC WORKS REQUIREMENTS</p>	<p>G. Prevailing Wages Multi-Year Contracts and Extensions. For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually,</p>	<p>I acknowledge and agree</p>
Empty row for signature		

RETAINAGE	<p>Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor, or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met: a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L & I). b. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the Retainage.</p>	I acknowledge and agree
RETAINAGE	<p>In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.</p>	I acknowledge and agree

<p>INVOICING</p>	<p>Invoices must be submitted 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 #2023-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 facilitiesdepartment@spokanecity.org or mailed to the Facilities Management Department, 808 West Spokane Falls., Blvd, Spokane, Washington 99201.</p>	<p>I acknowledge and agree</p>
<p>HOUSEKEEPING</p>	<p>The Contractor will be required to keep all his work areas clean. A thorough clean-up will be completed at the end of the job. This shall include, but not be limited to:</p>	<p>Yes</p>
<p>HOUSEKEEPING</p>	<p>1. Placing all scrap items in the appropriate bins.</p>	<p>I acknowledge and agree</p>
<p>HOUSEKEEPING</p>	<p>2. All hard surfaces shall be broom swept</p>	<p>I acknowledge and agree</p>
<p>HOUSEKEEPING</p>	<p>3. All gratings will be free from material, either laying on or lodged in.</p>	<p>I acknowledge and agree</p>
<p>HOUSEKEEPING</p>	<p>4. A thorough walk down will be conducted to gather all general refuse such as paper cups and like materials.</p>	<p>I acknowledge and agree</p>
<p>HOUSEKEEPING</p>	<p>The, Shift Supervisor, Operations Superintendent or Senior Mechanic will perform a final housekeeping inspection to verify that all of the above listed parameters have been met. Any discrepancies found by Plant personnel must be corrected by the Contractor immediately.</p>	<p>I acknowledge and agree</p>
<p>EXCEPTIONS</p>	<p>If you took exception any of the above, explain in detail.</p>	
<p>SECTION III. TECHNICAL REQUIREMENTS</p>		

Stack Specification	169' x 19' Square Concrete Chimney with (3) 170' x 5' 6" Brick Liners	I acknowledge and agree
Performance	The following outlines the Boiler and Turbine Outage dates, and the days the stack will be offline and available to perform Stack Repair and Stack and Flu Inspection. The COS WTEF reserves the right to shift scopes between outages and to revise dates and durations. Outage dates shown are for entire outage.	I acknowledge and agree
Performance (Addendum 1 Change)	Boiler # 1 Outage Dates: April 29th – May 3rd, 2024	I acknowledge and agree
Performance (Addendum 1 Change)	Boiler # 2 Outage Dates: April 29th – May 3rd, 2024	I acknowledge and agree
Performance (Addendum 1 Change)	Turbine Generator Outage Dates: April 29th – May 3rd, 2024	I acknowledge and agree
Performance	Stack Availability May 13th – 17th , 2024, subject to change if needed. Repairs and Inspections will be performed with the stack off-line between 0600 hours on April 29th through 1800 hours on May 3rd, 2024.	I acknowledge and agree
PCB CERTIFICATION - Supplies and Materials	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover, and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
PCB CERTIFICATION - Supplies and Materials	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
PCB CERTIFICATION - Supplies and Materials	If so were PCBs found at a measurable level?	Don't Know
PCB CERTIFICATION - Supplies and Materials	If so attach the results or note from whom the results can be obtained	NA
PCB CERTIFICATION - Supplies and Materials	Do you have reason to believe the products contains measurable levels of PCBs?	Don't Know

<p>PCB CERTIFICATION - Supplies and Materials</p>	<p>Do you have reason to believe the products packaging contains measurable levels of PCBs?</p>	<p>Don't Know</p>
<p>WORKMANSHIP</p>	<p>It is not the intent of this Service Scope to define in detail the method of performing the Service; however, all work shall be completed in a thorough, neat, and workmen like manner. Any work that, in the opinion of the Company, is not in accordance with the best prevailing trade practice may be rejected without recourse.</p>	<p>I acknowledge and agree</p>
<p>EXCEPTIONS</p>	<p>If you took exception any of the above, explain in detail.</p>	
<p>SECTION III. TECHNICAL REQUIREMENTS - STACK REPAIRS</p>		
<p>Performance</p>	<p>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.</p>	<p>I acknowledge and agree</p>
<p>Scope of Work</p>	<p>Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane.</p>	<p>I acknowledge and agree</p>
<p>Scope of Work</p>	<p>This repair scope is a collection of recommendations made from previous inspections and or repair efforts and should be completed before the inspection is conducted. The COS chimney inspection dated June 2017 and the repair work Synopsis dated November 2022 will be provided for references to the tasks within this repair scope.</p>	<p>I acknowledge and agree</p>

Scope of Work	Bidder acknowledges that they have read and understand the COS chimney inspection dated June 2017 that is located the Documents Tab.	I acknowledge and agree
Scope of Work	Bidder acknowledges that they have read and understand the repair work Synopsis dated November 2022 that is located the Documents Tab.	I acknowledge and agree
Scope of Work-COS chimney inspection dated June 2017	1. 2017 Inspection Report Concrete Column- The most severely cracked region was seen at the 123' level (south side) where a 6' wide by 6" high region of the #15 section was cracked and delaminated. Photos 31 - 36 show this region. All noted observations should be repaired.	I acknowledge and agree
Scope of Work-COS chimney inspection dated June 2017	2. 2017 Inspection Report Concrete Column- With the exception of the one joint between the #15 and #16 panels (south side), the level of cracking and staining leakage along the grouted construction joints of the concrete panels did not appear to have increased since the 2012 inspection. No significant changes were seen to the number or severity of rust stains originating along the construction joints. Only one small area of exposed rebar was seen at the 115'-4" level on the east side (Photos 43 - 44). Photos 37 – 46 and 53 - 60 show the exterior condition of several joints in the precast sections. All noted observations should be repaired.	I acknowledge and agree
Scope of Work-COS chimney inspection dated June 2017	3. 2017 Inspection Report indicates Lightning Protection System Components- No changes were seen along the lightning protection system components since the last inspection. Except for the five broken anchors along the upper encircling cable (Photo 275), all components remained in good condition. The broken anchors were identified on the southwest, northeast, west, and east (2 anchors) sides. Repair broken anchors.	I acknowledge and agree

<p>Scope of Work-COS chimney inspection dated June 2017</p>	<p>4. 2017 Inspection Report Unit 1 Liner- Since the 2012 inspection, only one new crack was identified on the interior of the Unit #1 liner. The crack spanned between the 37' and 25' levels and measured 1/8" wide (max). Photo's 123 and 124 show the crack. All noted observations should be repaired.</p>	<p>I acknowledge and agree</p>
<p>Scope of Work-COS chimney inspection dated June 2017</p>	<p>5. 2017 Inspection Report Unit 1 Exterior Projecting Liner East Side- Crack spanning from lower seal to top of liner needs repaired as can be seen in Photo 74. Repair Crack.</p>	<p>I acknowledge and agree</p>
<p>Scope of Work-COS chimney inspection dated June 2017</p>	<p>6. 2017 Inspection Report Unit 2 Exterior Projecting Liner East Side- Crack found as can be seen in Photo 151. Repair Crack.</p>	<p>I acknowledge and agree</p>
<p>Scope of Work-COS chimney inspection dated June 2017</p>	<p>7. 2017 Inspection Report Unit 2 Exterior Projecting Liner North East Side- Crack found as can be seen in Photo 153, 154. Repair cracks.</p>	<p>I acknowledge and agree</p>
<p>Scope of Work-COS chimney inspection dated June 2017</p>	<p>8. 2017 Inspection Report Unit 1 & 2 Liners-At each of the two levels within both liners, small gaps at the field splices were identified. Photos 93 – 98 and 109 - 114 show the Unit #1 seals while Photos 169 – 174 and 185 - 190 show the Unit #2 seals. All noted observations should be repaired.</p>	<p>I acknowledge and agree</p>
<p>Scope of Work-COS chimney inspection dated June 2017</p>	<p>9. 2017 Inspection Report Both #1 and #2 Breeching Duct Interior- The overall condition of the breeching duct interiors at the entrance to each brick liner remained fair. No immediate concerns with the Unit #1 duct (Photos 137 – 144), but holes were seen along the sill plates of the Unit #2 duct (Photos 209 - 214). Patch plates installed in both ducts remained in relatively good condition. Repair holes along in ducting and seal plates as noted.</p>	<p>I acknowledge and agree</p>
<p> </p>	<p> </p>	<p> </p>

<p>Scope of Work-COS chimney inspection dated June 2017</p>	<p>10. 2017 Inspection Report Breeching Duct Liner Openings- At the breeching duct openings, the overall condition and connection of the flexible seals and anchor bars surrounding each opening remained in good condition. At the upper southeast corner of the Unit #1 opening (Photos 131 and 133), gaps were seen along the outer connection bar and the seal was not secure. Repair gaps and secure seal.</p>	<p>I acknowledge and agree</p>
<p>Scope of Work-COS chimney inspection dated June 2017</p>	<p>11. 2017 Inspection Report Both #1 and #2 liners- Floors floor drains remained clogged, unclog floor drains.</p>	<p>I acknowledge and agree</p>
<p>Scope of Work-2022 Concrete Chimney Repair Work Synopsis</p>	<p>12. 2022 Concrete Chimney Repair Work Synopsis- IMG 45 shows ponding water on the roof. Clear floor drains or determine and ensure water has a route to drain freely.</p>	<p>I acknowledge and agree</p>
<p>Scope of Work-2022 Concrete Chimney Repair Work Synopsis</p>	<p>13. 2022 Concrete Chimney Repair Work Synopsis- IMG 46 shows cracking on the concrete floor at the top of the Chimney. Repair cracking in the concrete.</p>	<p>I acknowledge and agree</p>
<p>Scope of Work-2022 Concrete Chimney Repair Work Synopsis</p>	<p>14. 2022 Concrete Chimney Repair Work Synopsis- Ladder on exterior of chimney has no rest platform. Install a rest platform no higher that 150' in elevation to comply with OSHA regulations.</p>	<p>I acknowledge and agree</p>
<p>Scope of Work- Additional Findings</p>	<p>15. Any findings found during the inspection portion of the inspection scope should be immediately brought to the WETF's attention, advising if the Contractor has needed materials and supplies on hand, and if there is enough time remaining to enable Contractor to make needed repairs. If City approved repairs Contractor would be paid in the applicable amount set forth on Pricing Page for services performed and materials and supplied utilized.</p>	<p>I acknowledge and agree</p>
<p>Scope of Work- Additional Findings - WTEF Points of Contact</p>	<p>David W. Paine COS WTE Plant Manager Ph: 509.598.9228 dpaine@spokanecity.org Submit all questions through the "Clarifications Tab".</p>	<p>I acknowledge and agree</p>

<p>Scope of Work- Additional Findings - WTEF Points of Contact</p>	<p>Larry Pratt COS Interim Assistant Plant Manager Ph: 509.625.6509 lpratt@spokanecity.org Submit all questions through the "Clarifications Tab".</p>	<p>I acknowledge and agree</p>
<p>Scope of Work- Additional Findings - WTEF Points of Contact</p>	<p>Richard Cramer COS WTE Maintenance Supervisor Ph: 509.625.6554 rcramer@spokanecity.org Submit all questions through the "Clarifications Tab".</p>	<p>I acknowledge and agree</p>
<p>EXCEPTIONS</p>	<p>If you took exception any of the above, explain in detail.</p>	
<p>SECTION III. TECHNICAL REQUIREMENTS - INSPECTION</p>		
<p>Performance</p>	<p>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.</p>	<p>I acknowledge and agree</p>
<p>Stack and Flue Inspection Requirements</p>	<p>The Class 2 Industrial Chimney Inspections shall be performed by a qualified stack inspection contractor under the direction of the facility maintenance department only after all repairs listed below are completed, any new results and deficiencies will be recorded in the inspection report. This bid is for the repair and inspection of the stack. Drawings and or prints may be reviewed on site only.</p>	<p>I acknowledge and agree</p>
<p>Stack and Flue Inspection Requirements</p>	<p>Depending on the stack type, this inspection should also include:</p>	<p>Yes</p>

Stack and Flue Inspection Requirements	<ul style="list-style-type: none"> • Nondestructive assessment of thickness and weld condition on steel stacks and flue liners 	I acknowledge and agree
Stack and Flue Inspection Requirements	<ul style="list-style-type: none"> • Full-height inspection of stack exterior, particularly to provide direct access to normally inaccessible portion of the stack, using multiple drops as necessary 	I acknowledge and agree
Stack and Flue Inspection Requirements	1.1. Component Inspection	I acknowledge and agree
Stack and Flue Inspection Requirements	1.1.1. Shell Thickness.	I acknowledge and agree
Stack and Flue Inspection Requirements	<ul style="list-style-type: none"> • Ultrasonic devices shall be used for thickness testing of steel shells or hammer sounding equipment for concrete shells 	I acknowledge and agree
Stack and Flue Inspection Requirements	<ul style="list-style-type: none"> • One set of circumferential condition readings for each portion of the stack height equal to the stack diameter is recommended. 	I acknowledge and agree
Stack and Flue Inspection Requirements	1.1.2. Finish.	I acknowledge and agree
Stack and Flue Inspection Requirements	<ul style="list-style-type: none"> • Damage, wear, and discontinuity in the exterior finish shall be inspected. 	I acknowledge and agree
Stack and Flue Inspection Requirements	1.1.3. Support System.	I acknowledge and agree
Stack and Flue Inspection Requirements	<ul style="list-style-type: none"> • All braces, guy wire anchors, guy cables, guy fittings, anchor bolts, gutters, downspouts, and other similar items shall be checked. 	I acknowledge and agree
Stack and Flue Inspection Requirements	1.1.4. Access.	I acknowledge and agree
Stack and Flue Inspection Requirements	<ul style="list-style-type: none"> • Inspect all platforms, ladders, and safety devices. 	I acknowledge and agree
Stack and Flue Inspection Requirements	1.1.5. Insulation.	I acknowledge and agree
Stack and Flue Inspection Requirements	<ul style="list-style-type: none"> • Insulation shall be inspected for infiltration of moisture and physical damage. 	I acknowledge and agree
Stack and Flue Inspection Requirements	1.1.6. Lightning Arrest System.	I acknowledge and agree

Stack and Flue Inspection Requirements	1.1.7. Attachments.	I acknowledge and agree
Stack and Flue Inspection Requirements	• Inspect for structural deterioration.	I acknowledge and agree
Stack and Flue Inspection Requirements	1.1.8. Silencer.	I acknowledge and agree
Stack and Flue Inspection Requirements	• Inspect for structural deterioration and cleanliness.	I acknowledge and agree
Stack and Flue Inspection Requirements	1.1.9. Lining/Flue.	I acknowledge and agree
Stack and Flue Inspection Requirements	• Inspect for wear, cracks, and other deficiencies.	I acknowledge and agree
Stack and Flue Inspection Requirements	• Ultrasonic devices shall be used to determine shell thickness.	I acknowledge and agree
Stack and Flue Inspection Requirements	• One set of circumferential condition readings for each portion of the stack height equal to the stack diameter is recommended.	I acknowledge and agree
Stack and Flue Inspection Requirements	1.1.10. Particulate Accumulation.	I acknowledge and agree
Stack and Flue Inspection Requirements	• Inspect for accumulation of particulates such as combustion residue, rust formation, fly ash, etc., on the stack wall and at the base of the stack	I acknowledge and agree
Stack and Flue Inspection Requirements	1.1.11. General Items.	I acknowledge and agree
Stack and Flue Inspection Requirements	• Deformation of any component of the stack due to thermal or other loading shall be noted to include stack cap, expansion joints and the test and instrument ports.	I acknowledge and agree
Stack and Flue Inspection Requirements	1.2. Inspection Comparison	I acknowledge and agree
Stack and Flue Inspection Requirements	The results of any stack inspection are compared to previous inspections to ascertain important changes in the stack's condition and to gauge its rate of deterioration. In the absence of any prior inspections, it is necessary to assemble and review any available, relevant data may include:	I acknowledge and agree

Stack and Flue Inspection Requirements	<ul style="list-style-type: none"> • Construction documents including drawings, manufacturer’s inspection, and maintenance instructions 	I acknowledge and agree
Stack and Flue Inspection Requirements	<ul style="list-style-type: none"> • Site plan locating other large structures relative to the stack 	I acknowledge and agree
Stack and Flue Inspection Requirements	<ul style="list-style-type: none"> • Ambient conditions such as prevailing wind direction and normal and extreme temperature and precipitation 	I acknowledge and agree
Stack and Flue Inspection Requirements	<ul style="list-style-type: none"> • Operating conditions including temperatures and pressures 	I acknowledge and agree
Stack and Flue Inspection Requirements	Any observations, photographs, or recorded video by plant personnel	I acknowledge and agree
EXCEPTIONS	If you took exception any of the above, explain in detail	
BID		
Quantities	<p>Quantities are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual quantities may be more or less. Payment will only be made for actual services requested, performed, and accepted.</p>	I acknowledge and agree
Bidder's Declaration	<p>The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein. The unit pricing is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.</p>	I acknowledge and agree
Addenda	<p>Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.</p>	1 12-12-23

<p>Withdrawal of Bid</p>	<p>The Contractor agrees that its Bid will NOT be withdrawn for a minimum of seventy-five (75) calendar days after the stated submittal date.</p>	<p>I acknowledge and agree</p>
<p>Subcontractors</p>	<p>Download and complete the Subcontractor List located in the "Documents" tab and upload it here.</p>	<p>GCC Sub List.pdf</p>
<p>Bid Bond</p>	<p>The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here or bid "will be" considered non-responsive. (blank form available under the 'Documents' tab).</p>	<p>city of Spokane Bond.pdf</p>
<p>PRICING</p>		
<p>Award</p>	<p>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 services performed. Total is estimated around \$167,000.</p>	<p>I acknowledge and agree</p>
<p>Evaluating – Stack Repair Services PREVAILING WAGE</p>	<p>Repair Services: Bidder having reviewed the COS chimney inspection dated June 2017, and the repair work Synopsis dated November 2022, shall state an estimated number of labor hours to complete repairs. Enter estimated number of hours.</p>	<p>438</p>
<p>Evaluating – Stack Repair Services</p>	<p>As a cost comparison we will be using bidders estimated number of hours bidder's stated to Contractor's standard hourly rate. Compensation would be paid at the applicable rate set forth on Pricing Page for actual hours incurred, based on support.</p>	<p>I acknowledge and agree</p>
<p> </p>		

<p>Evaluating – Additional Finding Repair Services</p>	<p>Compensation of Additional Finding Repairs that were approved by WTEE would be paid at the applicable rate set forth on Pricing Page for services performed and materials and supplied utilized as Contractor's cost plus percentage markup.</p>	<p>I acknowledge and agree</p>
<p>Evaluating - Material and Supplies</p>	<p>Material and Supplies. Bidder having reviewed the COS chimney inspection dated June 2017, and the repair work Synopsis dated November 2022, shall provide an estimated list of material and supplies and quantities required to complete repairs. Contractor will be paid for actual materials and supplies utilized to complete required repairs at cost, plus Contractor's percentage mark-up above contractor's cost. Bidders shall enter itemized list on pricing page.</p>	<p>I acknowledge and agree</p>
<p>Evaluating – Inspection Services</p>	<p>Inspection Services: It is estimated to take 16 hours, perform inspection services to include preparing report. As a cost comparison we will be using bidders estimated number bidder's stated to Contractor's standard hourly rate. Compensation would be paid at the applicable rate set forth on Pricing Page for actual hours incurred, based on support.</p>	<p>I acknowledge and agree</p>
<p>Sales Tax</p>	<p>The City will apply applicable tax to Bidder's response when tabulating bids. Bidders 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 will 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</p>	<p>I acknowledge and agree</p>
<p>Pricing Page</p>	<p>Pricing Should Not Include Tax.</p>	<p>I acknowledge and agree</p>
<p>Pricing Pages</p>	<p>Complete and download and complete the four Pricing Pages from Documents Tab. Upload here.</p>	<p>GCC Pricing Pages PW ITB 5993-23.pdf</p>
<p>Pricing Page</p>	<p>Bidders shall list any other cost to be incurred, that are not listed above, on the Pricing Page, to include but not limited to mobilization, demobilization, freight, and rentals. If additional cost are not listed, they will not be allowed later.</p>	<p>I acknowledge and agree</p>

<p>Pricing Page</p>	<p>Bidder confirms that it has listed any other cost that could be incurred that were not listed on Pricing Page. If Bidder does not list Other Cost that could be Incurred, cost would not be allowed later.</p>	<p>I acknowledge and agree</p>
<p>Bidding Errors</p>	<p>Bidding Errors Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.</p>	<p>I acknowledge and agree</p>
<p>CONTRACTOR RESPONSIBILITY</p>		
<p>#1</p>	<p>Provide Washington State Contractor's Registration No.</p>	<p>GERARCC760BD</p>
<p>#2</p>	<p>Provide Contractor's U.B.I. Number</p>	<p>601309975</p>
<p>#3</p>	<p>Provide Contractor's Washington Employment Security Department Number</p>	<p>529,107-00</p>
<p>#4</p>	<p>Provide Contractor's Washington Excise Tax Registration Number</p>	<p>Unknown</p>
<p>#5</p>	<p>Provide Contractor's City of Spokane Business Registration Number</p>	<p>GERARCC760BD</p>
<p>CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS</p>		
Empty space for certification		

<p>#1</p>	<p>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.</p>	<p>YES</p>
<p>ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD</p>		
<p>Documents</p>	<p>Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder will only be able to upload one document here.</p>	
<p>Documents</p>	<p>Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder will only be able to upload one document here.</p>	
<p>Documents</p>	<p>Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder will only be able to upload one document here.</p>	

PW ITB 5993-23 Stack Repairs and Inspection PRICING PAGES

Estimated quantities are for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

ITEM		Enter estimated number of hours to complete repairs.	Enter estimated number of hours to complete repairs.
1	STACK REPAIRS: (Public Works Prevailing Wage)		
1.1	Bidder having reviewed the COS chimney inspection dated June 2017, and the repair work Synopsis dated November 2022, shall state an estimated number of labor hours to complete repairs. As a cost comparison we will be using bidders estimated number of hours bidder's stated to Contractor's standard hourly rate. Compensation would be paid at the applicable rate set forth on Pricing Page for actual hours incurred, based on support.	438	438

	State Applicable Hourly Rate	Hourly Rate	Hours That Rate Applies To
1.2	Standard	\$ 134.17	From 1st To 8th
	Overtime	\$ 173.75	From 8th To 12th
	Holiday	\$ 233.40	From _____ To _____

2	ADDITIONAL REPAIRS	
2.1	Compensation of Additional Finding Repairs that were approved by WTEE would be paid at the applicable rate set forth on Pricing Page for services performed and materials and supplied utilized as Contractor's cost plus percentage markup.	Enter Contractor's Percentage Markup Above Contractor's Cost 15 %

3	MATERIALS AND SUPPLIES		
3.1	Material and Supplies. Bidder having reviewed the COS chimney inspection dated June 2017, and the repair work Synopsis dated November 2022, Bidder shall state an estimated list of material and supplies and quantities required to complete repairs.		
3.2	Description of Supply/Material Estimated Qty	Estimated Qty	Estimated Total Cost (Prior to Markup)
3.2.1	Paint	\$ 1	\$ 750
3.2.2	Cement Patch	\$ 1	\$ 1250
3.2.3	Caulk	\$ 1	\$ 750
3.2.4	Lightning Protection Components	\$ 1	\$ 750
3.2.5	Expansion Joint Material and Seam Tape	\$ 1	\$ 3,500
3.2.6			

3.2.6		\$	\$
3.2.7	Steel Plate	\$ 1	\$ 1,500
3.2.8	Rest Platform	\$ 1	\$ 7,500
3.2.9		\$	\$
3.2.10		\$	\$
3.2.11		\$	\$
3.2.12		\$	\$
3.2.13		\$	\$
3.2.14		\$	\$
3.2.15		\$	\$
3.2.16		\$	\$
3.2.17		\$	\$
3.2.18		\$	\$
3.2.19		\$	\$
3.2.20		\$	\$
3.3	TOTAL COST PRIOR TO MARK-UP		\$ 16,000
3.3.1	(TOTAL COST) X (CONTRACTOR'S PERCENTAGE MARKUP) = COST TO BE INCURRED FOR CONTRACTOR'S MARKUP		\$ 2,400
3.3.2	TOTAL EXTENDED ESTIMATED COST FOR MATERIAL AND SUPPLIES INCLUSIVE OF CONTRACTOR'S MARKUP COST		\$ 18,400
3.3.3	Contractor will be paid for actual materials and supplies utilized to complete repairs at cost, plus Contractor's percentage mark-up above contractor's cost.		

4 INSPECTION SERVICES (NOT Subject To Public Works Prevailing Wage)				
	Evaluating – Inspection Services	Estimated Hours	Contractor's Standard Hourly Rate	Estimated Inspection Total Cost
4.1	Evaluating – Inspection Services Inspection Services: It is estimated to take 16 hours, perform inspection services to include preparing report. As a cost comparison we will be using bidders estimated number of hours bidder's stated to Contractor's standard hourly rate. Compensation would be paid at the applicable rate set forth on Pricing Page for actual hours incurred, based on support. Enter Standard Hourly Rate	16	\$ 134.17	\$ 6,440.16

4.2	State Applicable Hourly Rate	Hourly Rate	Hours That Rate Applies To
	Standard	\$ 134.17	From 1st To 8th
	Overtime	\$ 173.75	From 8th To 12th
	Holiday	\$ 233.40	From _____ To _____

5 ALL OTHER ADDITIONAL COST TO BE INCURRED:

5.1 Bidders shall list any and all other cost to be incurred, that are not listed above on the Pricing Page, to include but not limited to mobilization, demobilization, freight, and rentals.

If additional cost are not listed, they will not be allowed later.

5.2	Description of Cost To Be Incurred	Quantity	Unit Cost	Extended Cost
5.2.1	Mobilization & Demobilization	1	\$ 44,000.00	\$ 44,000.00
5.2.2	Scaffold, fall protection, access equipment, PPE, Protection	1	\$ 25,000.00	\$ 25,000.00
5.2.3	Inspection Report Assembly, Photos & Recommendations	1	\$ 6,500.00	\$ 6,500.00
5.2.4	Debris Containers, Disposal, Site Setup and Utilities	1	\$ 15,000.00	\$ 15,000.00
5.2.5			\$	\$
5.2.6			\$	\$
5.2.7			\$	\$
5.2.8			\$	\$
5.2.9			\$	\$
5.2.10			\$	\$
5.2.11			\$	\$
5.2.12			\$	\$
5.2.13			\$	\$
5.2.14			\$	\$
5.2.15			\$	\$
5.2.16			\$	\$

5.2.16			\$	\$
5.2.17			\$	\$
5.2.18			\$	\$
5.2.19			\$	\$
5.2.20			\$	\$
5.3	EXTENDED TOTAL FOR ADDITIONAL COST THAT COULD BE INCURRED			\$ 90,500.00



City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

<p>After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.</p>	
<p>Project Name: Stack Repairs, and Inspection. (Stack Repairs Falls Under Public Works)</p>	
<p>Project # PW ITB 5993-23</p>	
<p>Part A: General Company Information</p>	
<p>Company Name Gerard Chimney Company</p>	
<p>Address 4607 Beck Avenue, St. Louis, MO 63116</p>	
<p>Contact Name and Title John H. Maddock, President</p>	
<p>Contact Phone 314-772-9696</p>	<p>Contact E-mail john@gerardchimney.com</p>
<p>Years in business as a Prime Contractor 75</p>	<p>Years in business as a sub-contractor</p>
<p>Years in business under present Name 75</p>	
<p>List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years None</p>	
<p>Explain reason for name change(s) in the past five (5) years NA</p>	
<p>Part B: Work Experience</p>	
<p>If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project</p>	
<p>Part C: Performance Evaluation</p>	
<p>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?</p>	
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>If “Yes” attach a separate, signed / dated statement listing the projects and an explanation.</p>	
<p>Part D: Record of Debarment / Disqualification</p>	
<p>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?</p>	
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>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.</p>	

Part E: Safety
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part F: Environmental
In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part G. Utilization Requirements
In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.
Part H: Discrimination
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.
Part I. Prevailing Wage
In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

Part J: Public Bidding Crime (Criminal Convictions)
Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)
Part K. Claims Against Retainage and Bonds
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part L. Termination for Cause
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
<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 M: Litigation
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?
<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 N: Delinquent State Taxes
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?
<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 O: Subcontractor Responsibility	
Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?	
<input checked="" type="checkbox"/> Yes <input 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 and affirms that the bidder will comply with and notify its principles and subcontractors of the provisions of the Spokane Fair Elections Code, Chapter 01.07, SMC which is viewable at spokanecity.org .	
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.	
	10/23/2023
Signature of Authorized Representative	Date
John H. Maddock	President
Printed Name of Authorized Representative	Title

Instructions for the Supplemental Bidder Responsibility Form

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.

The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder.

For criteria with check boxes, the bidder will check either "Yes" or "No." For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.

Form Submittal:

Submit this form to Rick RRinderle@spokanecity.org

Questions: Please call (509) 625-6527

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.			
PROJECT DETAIL			
Bidder's Company Name		Bidders Contact Name & Phone Number	
Project Name		Project Contract Number	
Project Owner		Project Location	
Project Owner Contact Name & Title		Owner's Telephone Number	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications			

SUBCONTRACTOR LIST

PROJECT NAME: PW ITB 5993-23 Stack Repairs, and Inspection. (Stack Repairs Falls Under Public Works)

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 NA _____

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

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Gerard Chimney Company

4607 Beck Avenue
St. Louis, MO 63116

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Stack Repairs and Inspection - PW ITB 5993-23

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.


Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of October, 2023



(Witness)

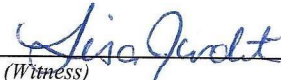

Gerard Chimney Company

(Principal)



PRESIDENT
(Title)


(Seal)



(Witness)

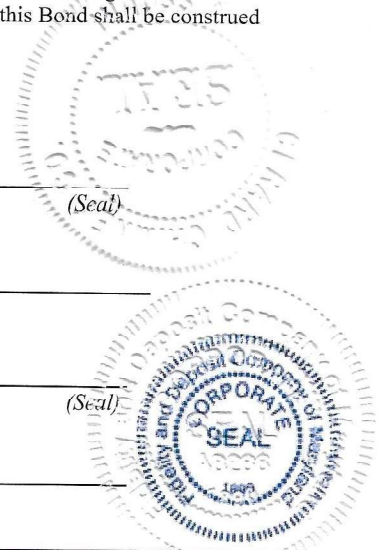
Fidelity and Deposit Company of Maryland
(Surety)

(Seal)



(Title)

Michelle Wilson, Attorney-in-Fact



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gregory L. STANLEY, Michael T. REEDY, Carey M. PREWITT, Cindy ROHR, Joel KARSTEN, Karen SPECKHALS, Christopher J. O'HAGAN, Brandi L. BULLOCK, Don K. ARDOLINO, Kimberly Ann CONNELL, Edwin L. POLITTE, Jr., Linda MCCARTHY, Harold F. JAMES, Trudy D. WHITROCK, Michelle WILSON and Allan GARDNER, of Chesterfield and St. Louis, Missouri,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of September A.D. 2023.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 12th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of October, 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

STATE OF Missouri

COUNTY OF St. Louis

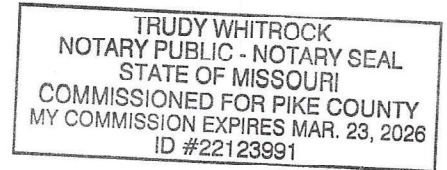
On 10/23/2023, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Michelle Wilson known to me to be Attorney-in-Fact of Fidelity and Deposit Company of Maryland the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he/she duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal, the day and year stated in this certificate above.

My Commission Expires: March 23, 2026

Trudy Whitrock

Trudy Whitrock, Notary Public



**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/11/2024**Committee Agenda type:** Consent**Date Rec'd**

2/29/2024

Clerk's File #

OPR 2024-0214

Renews #**Cross Ref #****Council Meeting Date:** 03/25/2024**Submitting Dept**

PLANNING & ECONOMIC

Project #**Contact Name/Phone**

AMANDA BECK X6414

Bid #**Contact E-Mail**

ABECK@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Contract Item

Council Sponsor(s)

JBINGLE ZZAPPONE KKLITZKE

Agenda Item Name

0650 - MFTE CONDITIONAL AGREEMENT FOR 1207 E NEWARK AVE

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with NARP LLC, for the future construction of approximately 4 units, at Parcel Number(s) 35204.0211 commonly known as 1207 E Newark Ave.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 0

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

Narrative**Amount****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

BLACK, TIRRELL

Division Director

BLACK, TIRRELL

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

RICHMAN, JAMES

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

Drew Helmstadter - alhelmstadter@gmail.com

smacdonald@spokanecity.org

sgardner@spokanecity.org

tstripes@spokanecity.org

abeck@spokanecity.org

rbenzie@spokanecity.org



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	Zack Zappone, Jonathan Bingle, and Kitty Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the Perry Street Townhomes Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to finalize as a 8-year Market Rate Exemption.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor’s Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>Perry Street Townhomes</u> at the March 25, 2024 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 4 units, at 1207 E NEWARK AVE SPOKANE, WA</p> <ul style="list-style-type: none"> • Property is zoned RMF and the proposed use is allowed. • Estimated Construction Costs: 1000000 • Located in the East Central neighborhood.
Fiscal Impact:	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Total Cost: \$0	
Current year cost:	
Subsequent year(s) cost:	
Narrative:	<u>The Mutli-Family Tax Exemption program has no direct impact on City revenues or expenses.</u>
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Specify funding source:	
Is this funding source sustainable for future years, months, etc?	N/A

Expense Occurrence	<input type="checkbox"/> One-time	<input type="checkbox"/> Recurring	<input checked="" type="checkbox"/> N/A
--------------------	-----------------------------------	------------------------------------	---

Other budget impacts: (revenue generating, match requirements, etc.)

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and

3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017
Effective Date: Saturday, October 7, 2017
ORD C35524 Section 8

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?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review:

Please provide a summary of council subcommittee review. If not reviewed by council subcommittee, please explain why not.

All Mutli-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agengda for approval to appear on the next available legistlative consent agenda.



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and NARP LLC, as “Owner/Taxpayer” whose business address is 6128 N HOWARD ST SPOKANE, WA 99205.

WITNESSETH:

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

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

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

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

LIBERTY PARK ADD LTS 14&15 BLK 4

Assessor’s Parcel Number(s) **35204.0211**,

commonly known as

1207 E NEWARK AVE SPOKANE, WA.

WHEREAS, this property is located in the **Spokane Targeted Investment Area**, and is eligible to seek a Final Certificate of Tax Exemption post construction under the **8-year Market Rate Exemption**, as defined in SMC 08.15.090.

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

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council’s approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use

requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 4 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the

Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **25%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth

in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

NARP LLC

By:

Interim City Administrator, Garrett Jones

Attest:

City Clerk

By:

Its:

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 03/11/2024

Committee Agenda type: Consent

Date Rec'd

2/28/2024

Clerk's File #

OPR 2024-0215

Renews #

Cross Ref #

Council Meeting Date: 03/25/2024

Submitting Dept

PLANNING & ECONOMIC

Project #

Contact Name/Phone

AMANDA BECK X6414

Bid #

Contact E-Mail

ABECK@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Contract Item

Council Sponsor(s)

JBINGLE ZZAPPONE KKLITZKE

Agenda Item Name

0650 - MFTE CONDITIONAL AGREEMENT FOR 7650 N A ST

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Five Mile Spokane, LLC, for the future construction of approximately 48 units, at Parcel Number(s) 26252.0064 commonly known as 7650 N A St AKA 7601 N Five Mile Rd.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 0

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

Narrative

Amount

Budget Account

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

GARDNER, SPENCER

Division Director

BLACK, TIRRELL

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

Anthony Jansen -

smacdonald@spokanecity.org

sgardner@spokanecity.org

tstripes@spokanecity.org

abeck@spokanecity.org

rbenzie@spokanecity.org



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	Zack Zappone, Kitty Klitzke, and Jonathan Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <u>08.15</u> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <u>5M Apartments</u> Conditional application meets the Project Eligibility defined in SMC <u>08.15.040</u> and is located in a previously adopted Residential Target Areas identified in SMC <u>08.15.030</u>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <u>12-yr Affordable Rentals of 12 + Units</u>.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>5M Apartments</u> at the March 25, 2024 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for <u>48 units</u>, at <u>7650 N A ST SPOKANE, WA</u></p> <ul style="list-style-type: none"> • Property is zoned <u>R1</u> and the proposed use is allowed. • Estimated Construction Costs: • Located in the <u>Five Mile Prairie</u> neighborhood.
Fiscal Impact: Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Total Cost: <u>\$0</u> Current year cost: Subsequent year(s) cost:	
Narrative: <u>The Mutli-Family Tax Exemption program has no direct impact on City revenues or expenses.</u>	
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Specify funding source:	
Is this funding source sustainable for future years, months, etc? N/A	

Expense Occurrence	<input type="checkbox"/> One-time	<input type="checkbox"/> Recurring	<input checked="" type="checkbox"/> N/A
--------------------	-----------------------------------	------------------------------------	---

Other budget impacts: (revenue generating, match requirements, etc.)

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and

3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017
Effective Date: Saturday, October 7, 2017
ORD C35524 Section 8

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?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review:

Please provide a summary of council subcommittee review. If not reviewed by council subcommittee, please explain why not.

All Mutli-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agengda for approval to appear on the next available legislative consent agenda.



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and FIVE MILE SPOKANE, LLC, as "Owner/Taxpayer" whose business address is 1030 COMMERCE AVE LONGVIEW, WA 98632.

WITNESSETH:

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

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

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

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

25-26-42 PTN OF W1/2 OF NW1/4 OF NW1/4 LYG SLY OF 5 MILE RD DAF: BEG AT PT ON W LN OF SEC 25 WHICH BEARS S1257.25FT FROM NW COR OF SEC 25 TH N ALG W LN 536.51FT TO PT ON S ROW LN OF 5 MILE RD SAID PT BEING A NON-TANGENT 173.24FT RADIUS CURVE TO LEFT RADIUS BEARS N55*46'28"E TH SELY ALG CURVE THRU C/ 22*35'28" ARC DIST 68.31FT TH S56*4900"E 341FT TH S47*50'01"W 450.37FT TO POB EXC PTN DAF: A STRIP OF LAND 15FT IN WIDTH LYG SLY & PAR W/ N LN OF PARCEL WHICH ALSO IS S LN OF 5 MILE RD FROM NE COR OF PARCEL WLY 260FT TO A PT & SAID PT IS TERMINUS OF DESCRIPTION

Assessor's Parcel Number(s) **26252.0064**,

commonly known as

7650 N A ST SPOKANE, WA.

WHEREAS, this property is located in the **Affordable Housing Emphasis Area** and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 12 + Units**, as defined in SMC 08.15.090.

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

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.
3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.
 - (a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.
4. The Owner/Taxpayer intends to construct on the site, approximately **48** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.
5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.
6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:
 - (a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;
 - (b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;
 - (c) a statement that the project meets the affordable housing requirements, if

applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **30%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of

the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

FIVE MILE SPOKANE, LLC

By:

By:

Interim City Administrator, Garrett Jones

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/11/2024**Committee Agenda type:** Consent**Date Rec'd**

2/28/2024

Clerk's File #

OPR 2024-0216

Renews #**Cross Ref #****Council Meeting Date:** 03/25/2024**Submitting Dept**

PLANNING & ECONOMIC

Project #**Contact Name/Phone**

AMANDA BECK X6414

Bid #**Contact E-Mail**

ABECK@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Contract Item

Council Sponsor(s)

JBINGLE ZZAPPONE KKLITZKE

Agenda Item Name

0650 - MFTE CONDITIONAL AGREEMENT FOR 2402 E 31ST AVE

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with CAP 31ST AVENUE RESIDENCES, LLC , for the future construction of approximately 96 units, at Parcel Number(s) 35331.0017 commonly known as 2402 E 31st Ave.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 0

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

Narrative**Amount****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

GARDNER, SPENCER

Division Director

BLACK, TIRRELL

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

Ryan Berg & Jordan Tampien - ryanbberg@gmail.com

smacdonald@spokanecity.org

sgardner@spokanecity.org

tstripes@spokanecity.org

abeck@spokanecity.org

rbenzie@spokanecity.org



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	CMs Bingle, Zappone, and Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC <u>08.15</u> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <u>31st Avenue Apartments</u> Conditional application meets the Project Eligibility defined in SMC <u>08.15.040</u> and is located in a previously adopted Residential Target Areas identified in SMC <u>08.15.030</u>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <u>12-yr Affordable Rentals of 12 + Units</u>.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor’s Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>31st Avenue Apartments</u> at the March 25, 2024 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for <u>96 units</u>, at <u>2402 E 31ST AVE SPOKANE, WA</u></p> <ul style="list-style-type: none"> • Property is zoned <u>CC4-DC</u> and the proposed use is allowed. • Estimated Construction Costs: <u>20250000</u> • Located in the <u>Lincoln Heights</u> neighborhood.
Fiscal Impact:	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Total Cost: <u>\$0</u>	
Current year cost:	
Subsequent year(s) cost:	
Narrative:	<u>The Mutli-Family Tax Exemption program has no direct impact on City revenues or expenses.</u>
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Specify funding source:	
Is this funding source sustainable for future years, months, etc?	N/A

Expense Occurrence	<input type="checkbox"/> One-time	<input type="checkbox"/> Recurring	<input checked="" type="checkbox"/> N/A
--------------------	-----------------------------------	------------------------------------	---

Other budget impacts: (revenue generating, match requirements, etc.)

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and

3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017
Effective Date: Saturday, October 7, 2017
ORD C35524 Section 8

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?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review:

Please provide a summary of council subcommittee review. If not reviewed by council subcommittee, please explain why not.

All Mutli-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agengda for approval to appear on the next available legislative consent agenda.



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and CAP 31ST AVENUE RESIDENCES, LLC, as “Owner/Taxpayer” whose business address is 915 W 2ND AVE, SPOKANE, WA 99201.

WITNESSETH:

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

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

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

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

33-25-43 LT "B" OF CITY S.P. Z01-31 "SOUTHEAST BOULEVARD" AUDITOR'S FILE # 4661956 BEING A PTN OF NE1/4

Assessor's Parcel Number(s) **35331.0017**,

commonly known as
2402 E 31ST AVE SPOKANE, WA.

WHEREAS, this property is located in the **Affordable Housing Emphasis Area**. and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 12 + Units**. as defined in SMC 08.15.090.

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

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately **96** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of

the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;
- (c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and
- (d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **30%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of

functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

CAP 31ST AVENUE RESIDENCES LLC

By:

By:

Interim City Administrator, Garrett Jones

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/11/2024**Committee Agenda type:** Consent**Date Rec'd**

2/28/2024

Clerk's File #

OPR 2024-0217

Renews #**Cross Ref #****Council Meeting Date:** 03/25/2024**Submitting Dept**

PLANNING & ECONOMIC

Project #**Contact Name/Phone**

AMANDA BECK X6414

Bid #**Contact E-Mail**

ABECK@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Contract Item

Council Sponsor(s)

JBINGLE ZZAPPONE KKLITZKE

Agenda Item Name

0650 - MFTE CONDITIONAL AGREEMENT FOR 621 S CANNON REHABILITATION

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Grove at Cannon LLC, for the future construction of approximately 13 units, at Parcel Number(s) 25244.2715 commonly known as 621 S Cannon St.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 0

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

Narrative**Amount****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

GARDNER, SPENCER

Division Director

BLACK, TIRRELL

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

BEATTIE, LAUREN

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

Suzanne Groves - thegroveatcannon@gmail.com

smacdonald@spokanecity.org

sgardner@spokanecity.org

tstripes@spokanecity.org

abeck@spokanecity.org

rbenzie@spokanecity.org



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	Zack Zappone, Kitty Klitzke, and Jonathan Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the 621 S Cannon St Rehabilitation Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to finalize as a 12-yr Affordable Rentals of 12 + Units.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor’s Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>621 S Cannon St Rehabilitation</u> at the March 25, 2024 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 13 units, at 621 S CANNON ST SPOKANE, WA</p> <ul style="list-style-type: none"> Property is zoned OR-150 and the proposed use is allowed. Estimated Construction Costs: 300000 Located in the Cliff-Cannon neighborhood.
Fiscal Impact:	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Total Cost: \$0	
Current year cost:	
Subsequent year(s) cost:	
Narrative:	<u>The Mutli-Family Tax Exemption program has no direct impact on City revenues or expenses.</u>
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Specify funding source:	
Is this funding source sustainable for future years, months, etc?	N/A

Expense Occurrence	<input type="checkbox"/> One-time	<input type="checkbox"/> Recurring	<input checked="" type="checkbox"/> N/A
--------------------	-----------------------------------	------------------------------------	---

Other budget impacts: (revenue generating, match requirements, etc.)

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and

3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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?

Comprehensive Plan Land Use Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review:

Please provide a summary of council subcommittee review. If not reviewed by council subcommittee, please explain why not.

All Mutli-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agengda for approval to appear on the next available legislative consent agenda.



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and Grove At Cannon, LLC, as “Owner/Taxpayer” whose business address is PO BOX 14902 Spokane Valley, WA 99214.

WITNESSETH:

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

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

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

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

CANNONS ADD L7-8 B30 EXC HWY

Assessor’s Parcel Number(s) **25244.2715**,

commonly known as

621 S CANNON ST SPOKANE, WA.

WHEREAS, this property is located in the **Spokane Targeted Investment Area** and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 12 + Units**, as defined in SMC 08.15.090.

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

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council’s approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use

requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately **13** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the

Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **30%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth

in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

Grove At Cannon, LLC

By:

By:

Interim City Administrator, Garrett Jones

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/11/2024**Committee Agenda type:** Consent**Date Rec'd**

2/28/2024

Clerk's File #

OPR 2024-0218

Renews #**Cross Ref #****Council Meeting Date:** 03/25/2024**Submitting Dept**

PLANNING & ECONOMIC

Project #**Contact Name/Phone**

AMANDA BECK X6414

Bid #**Contact E-Mail**

ABECK@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Contract Item

Council Sponsor(s)

JBINGLE ZZAPPONE KKLITZKE

Agenda Item Name

0650 - MFTE CONDITIONAL AGREEMENT FOR 2517 E UPRIVER DR

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Jay Higgins/Cheryl Ann Kordner, for the future construction of approximately 20 units, at Parcel Number(s) 35091.2914 commonly known as 2517 E Upriver Dr.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 0

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

Narrative**Amount****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

GARDNER, SPENCER

Division Director

BLACK, TIRRELL

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

BEATTIE, LAUREN

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

Jay Higgins - jaycasper500@gmail.com

smacdonald@spokanecity.org

sgardner@spokanecity.org

tstripes@spokanecity.org

abeck@spokanecity.org

rbenzie@spokanecity.org



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	Jonathan Bingle, Zack Zappone, and Kitty Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the 2517 E Upriver Multifamily Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to finalize as a <u>12-yr Affordable Rentals of 12 + Units</u>.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor’s Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>2517 E Upriver Multifamily</u> at the March 25, 2024 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 20 units, at <u>2517 E UPRIVER DR SPOKANE, WA</u></p> <ul style="list-style-type: none"> Property is zoned RMF and the proposed use is allowed. Estimated Construction Costs: 2100000 Located in the Bemiss neighborhood.
Fiscal Impact:	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Total Cost: \$0	
Current year cost:	
Subsequent year(s) cost:	
Narrative:	<u>The Mutli-Family Tax Exemption program has no direct impact on City revenues or expenses.</u>
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Specify funding source:	
Is this funding source sustainable for future years, months, etc?	N/A

Expense Occurrence	<input type="checkbox"/> One-time	<input type="checkbox"/> Recurring	<input checked="" type="checkbox"/> N/A
--------------------	-----------------------------------	------------------------------------	---

Other budget impacts: (revenue generating, match requirements, etc.)

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and

3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017
Effective Date: Saturday, October 7, 2017
ORD C35524 Section 8

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?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review:

Please provide a summary of council subcommittee review. If not reviewed by council subcommittee, please explain why not.

All Mutli-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agengda for approval to appear on the next available legistlative consent agenda.



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and HIGGINS, JAY G/KORNDER, CHERYL ANN, as “Owner/Taxpayer” whose business address is PO BOX 18112, Spokane, WA 99228.

WITNESSETH:

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

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

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

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

ROSS PARK NE SUB BLK 29 LT 1 BLK 29 TOG W/ VAC 50' STP LYG ELY OF & ADJ

Assessor’s Parcel Number(s) **35091.2914**,

commonly known as

2517 E UPRIVER DR SPOKANE, WA.

WHEREAS, this property is located in the **Spokane Targeted Investment Area** and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 12 + Units**, as defined in SMC 08.15.090.

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

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council’s approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use

requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 20 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the

Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **30%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth

in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

HIGGINS, JAY G/KORNDER, CHERYL ANN

By:

By:

Interim City Administrator, Garrett Jones

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/11/2024**Committee Agenda type:** Consent**Date Rec'd**

2/28/2024

Clerk's File #

OPR 2024-0219

Renews #**Cross Ref #****Council Meeting Date:** 03/25/2024**Submitting Dept**

PLANNING & ECONOMIC

Project #**Contact Name/Phone**

AMANDA BECK X6414

Bid #**Contact E-Mail**

ABECK@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Contract Item

Council Sponsor(s)

JBINGLE ZZAPPONE KKLITZKE

Agenda Item Name

0650 - MFTE CONDITIONAL AGREEMENT FOR 5115 S FREYA PROJECT

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with 5115 S Freya St LLC, for the future construction of approximately 30 units, at Parcel Number(s) 34031.9114 commonly known as 5115 S Freya St.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 0

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

Narrative**Amount****Budget Account**

Neutral \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

GARDNER, SPENCER

Division Director

BLACK, TIRRELL

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

BEATTIE, LAUREN

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

Josh Cochran - rivercochran@gmail.com

smacdonald@spokanecity.org

sgardner@spokanecity.org

tstripes@spokanecity.org

abeck@spokanecity.org

rbenzie@spokanecity.org



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	Zappone, Klitzke, Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the 5115 S Freya Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to finalize as a 12-yr Affordable Rentals of 12 + Units.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>5115 S Freya</u> at the March 25, 2024 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 30 units, at <u>5115 S FREYA ST SPOKANE, WA</u></p> <ul style="list-style-type: none"> Property is zoned R1 and the proposed use is allowed. Estimated Construction Costs: 3000000 Located in the Southgate neighborhood.
Fiscal Impact:	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Total Cost: \$0	
Current year cost:	
Subsequent year(s) cost:	
Narrative:	<u>The Mutli-Family Tax Exemption program has no direct impact on City revenues or expenses.</u>
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Specify funding source:	
Is this funding source sustainable for future years, months, etc?	N/A

Expense Occurrence	<input type="checkbox"/> One-time	<input type="checkbox"/> Recurring	<input checked="" type="checkbox"/> N/A
--------------------	-----------------------------------	------------------------------------	---

Other budget impacts: (revenue generating, match requirements, etc.)

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and

3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017
Effective Date: Saturday, October 7, 2017
ORD C35524 Section 8

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?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review:

Please provide a summary of council subcommittee review. If not reviewed by council subcommittee, please explain why not.

All Mutli-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agengda for approval to appear on the next available legistlative consent agenda.



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and 5115 S FREYA, LLC, as “Owner/Taxpayer” whose business address is 5115 S FREYA ST SPOKANE, WA 99223-7111.

WITNESSETH:

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

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

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

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

03-24-43 PTN OF GOV LTS 10&11 DAF; BEG AT A PT 12' S OF N LN OF GOV LT 10 & E LN OF FREYA RD TH E400' TH S310' TO TR UE POB TH S308' TH W424' M/L TO E LN OF FREYA RD IN GOV LT 11 TH NLY ALG E LN OF FREYA RD TO PT 322' S MEAS AT RT ANGLES TO N LN OF SD GOV LT 11 TH ELY TO POB

Assessor’s Parcel Number(s) **34031.9114**,

commonly known as

5115 S FREYA ST SPOKANE, WA.

WHEREAS, this property is located in the **Affordable Housing Emphasis Area** and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 12 + Units**, as defined in SMC 08.15.090.

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

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement

subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately **30** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **30%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not

be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

5115 S FREYA, LLC

By:

By:

Interim City Administrator, Garrett Jones

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/11/2024**Committee Agenda type:** Consent**Date Rec'd**

2/28/2024

Clerk's File #

OPR 2024-0220

Renews #**Cross Ref #****Council Meeting Date:** 03/25/2024**Submitting Dept**

PLANNING & ECONOMIC

Project #**Contact Name/Phone**

AMANDA BECK X6414

Bid #**Contact E-Mail**

ABECK@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Contract Item

Council Sponsor(s)

JBINGLE ZZAPPONE KKLITZKE

Agenda Item Name

0650 - MFTE CONDITIONAL AGREEMENT FOR GARLAND APARTMENTS

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Garland Acquisitions LLC, for the future construction of approximately 44 units, at Parcel Number(s) 35062.1409 commonly known as 924 W Garland Ave.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 0

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

Narrative**Amount****Budget Account**

Neutral \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

GARDNER, SPENCER

Division Director

BLACK, TIRRELL

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

BEATTIE, LAUREN

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

Ryan Berg & Jordan Tampien - ryanbberg@gmail.com

smacdonald@spokanecity.org

sgardner@spokanecity.org

tstripes@spokanecity.org

abeck@spokanecity.org

rbenzie@spokanecity.org



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	CMs Zappone, Bingle, and Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	0650 – Multi-Family Tax Exemption (MFTE) Conditional Agreement
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the Garland Apartments Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to finalize as a 12-yr Affordable Rentals of 12 + Units.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>Garland Apartments</u> at the March 25, 2024 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 44 units, at 924 W GARLAND AVE SPOKANE, WA</p> <ul style="list-style-type: none"> Property is zoned CC1-NC and the proposed use is allowed. Estimated Construction Costs: 9000000 Located in the North Hill neighborhood.
Fiscal Impact:	
Approved in current year budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Total Cost: \$0	
Current year cost:	
Subsequent year(s) cost:	
Narrative:	<u>The Mutli-Family Tax Exemption program has no direct impact on City revenues or expenses.</u>
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A
Specify funding source:	
Is this funding source sustainable for future years, months, etc? N/A	

Expense Occurrence	<input type="checkbox"/> One-time	<input type="checkbox"/> Recurring	<input checked="" type="checkbox"/> N/A
--------------------	-----------------------------------	------------------------------------	---

Other budget impacts: (revenue generating, match requirements, etc.)

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and

3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017
Effective Date: Saturday, October 7, 2017
ORD C35524 Section 8

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?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review:

Please provide a summary of council subcommittee review. If not reviewed by council subcommittee, please explain why not.

All Mutli-Family Tax Exemption conditional agreement applications appear before the Urban Experience committee on the consent agengda for approval to appear on the next available legistlative consent agenda.



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and GARLAND ACQUISITIONS LLC, as “Owner/Taxpayer” whose business address is 915 W 2ND AVE SPOKANE, WA 99201.

WITNESSETH:

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

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

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

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

MONROE PK W84FT OF L7-8 ;ALL L9TO12 B14

Assessor’s Parcel Number(s) **35062.1409**,

commonly known as

924 W GARLAND AVE SPOKANE, WA.

WHEREAS, this property is located in the **Spokane Targeted Investment Area** and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 12 + Units**, as defined in SMC 08.15.090.

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

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council’s approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use

requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately **44** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the

Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least **30%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth

in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

GARLAND ACQUISITIONS LLC

By:

By:

Interim City Administrator, Garrett Jones

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council:

Committee: PIES **Date:** 02/26/2024

Committee Agenda type: Consent

Date Rec'd 2/9/2024

Clerk's File # OPR 2024-0191

Renews #

Cross Ref #

Council Meeting Date: 04/08/2024

Submitting Dept	ENGINEERING SERVICES	Project #	2020046, 047,
------------------------	----------------------	------------------	---------------

Contact Name/Phone	DAN BULLER 625-6391	Bid #	
---------------------------	---------------------	--------------	--

Contact E-Mail	DBULLER@SPOKANECITY.ORG	Requisition #	
-----------------------	-------------------------	----------------------	--

Agenda Item Type	Engineer Construction Contract		
-------------------------	--------------------------------	--	--

Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

Agenda Item Name	0370 – LOW BID AWARD – CYCLE 10 TRAFFIC CALMING – INLAND		
-------------------------	--	--	--

Agenda Wording

Low Bid of Inland Infrastructure LLC (Spokane, WA) for Cycle 10 Traffic Calming - \$2,972,000. An administrative reserve of \$297,200, which is 10% of the contract price, will be set aside. (Various Neighborhoods)

Summary (Background)

On March 11, 2024, bids were opened for the above project. The low bid was from Inland Infrastructure LLC in the amount of \$2,972,000, which is \$15,954 or .5% above the Engineer's Estimate of \$2,956,046. Three other bids were received as follows: CR Concrete - \$3,012,850.00; Wm Winkler Company - \$3,022,085.93; and Liberty Concrete - \$3,292,007.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 2,972,000
------------	--------------

Current Year Cost	\$ 2,972,000
-------------------	--------------

Subsequent Year(s) Cost	\$
-------------------------	----

Narrative

Amount

Budget Account

Expense	\$ 3,269,200	# 1380-24101-95300-56501-21012
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Approvals		Additional Approvals	
<u>Dept Head</u>	BULLER, DAN		
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		

Distribution List

Marshall Sampson msampson@inland-co.com	ddaniels@spokanecity.org
eraea@spokanecity.org	publicworksaccounting@spokanecity.org
kgoodman@spokanecity.org	jgraff@spokanecity.org
pyoung@spokanecity.org	jrhall@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	2-26-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 15 min
Agenda Item Name	Traffic Calming (Cycle 10)
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background)	<p>This project appeared on the July PIES agenda but since it has been more than 6 months, we are submitting a new updated briefing paper.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <ul style="list-style-type: none"> • This is the annual neighborhood traffic calming project funded primarily by red light camera funds together with a small amount (approx. 3% each) of state TIB, local impact fees and local PDA funds. • Projects are in all three districts. • Project components can be seen in the attached exhibits. • Due to the time of year and large size of this project, most work on this project will occur next spring/summer. • This project is currently advertising for bids and will be constructed in the 2024 construction season. • Due to on-going coordination with the neighborhood, the Illinois Avel portion of the work will be rolled into the cycle 11 project.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$3M</u></p> <p> Current year cost: \$3M</p> <p> Subsequent year(s) cost: \$0</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Funding comes from multiple sources</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? <ul style="list-style-type: none"> Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to 	

respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their city utility bills.

- 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?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- 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?

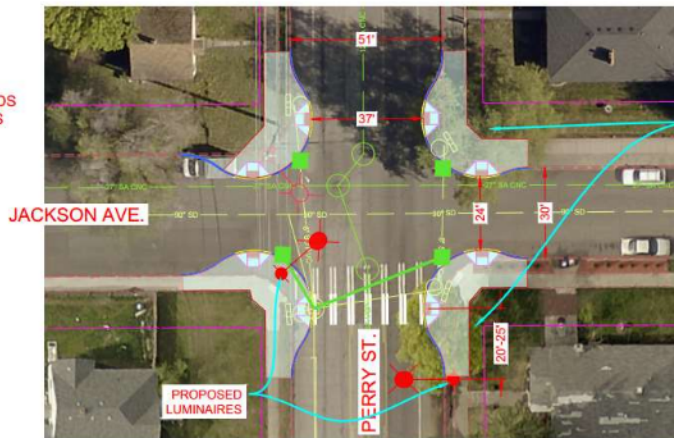
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



NOTE: THIS PROJECT ALSO FUNDS TWO "20 WHEN FLASHING" UNITS ON PERRY STREET



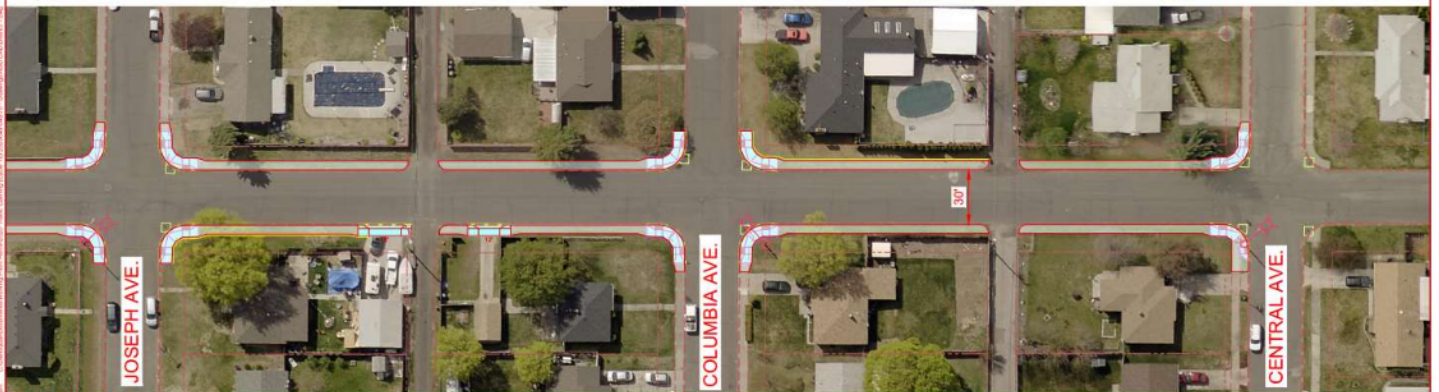
PRUNE TREES PER COS STANDARDS




PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

SHOW DATA IS APPROX. DETACHED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

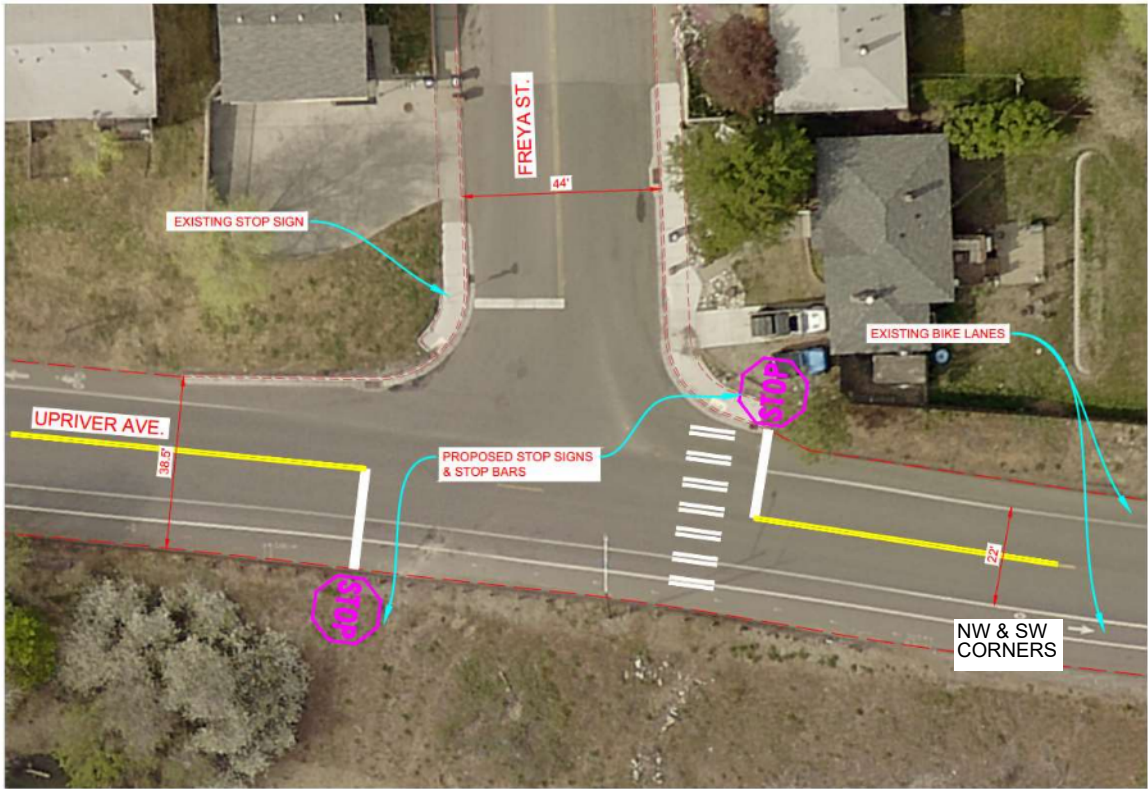
PERRY STREET
PROJECT # 2020046
JACKSON AVE. TO MARIETTA AVE.
DISTRICT 1 - BUMPOUTS AND SIDEWALK




PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

SHOW DATA IS APPROX. DETACHED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

PITTSBURG STREET
PROJECT # 2020046
NORTH FOOTHILLS DR. TO EUCLID AVE.
DISTRICT 1 - 5' SIDEWALK



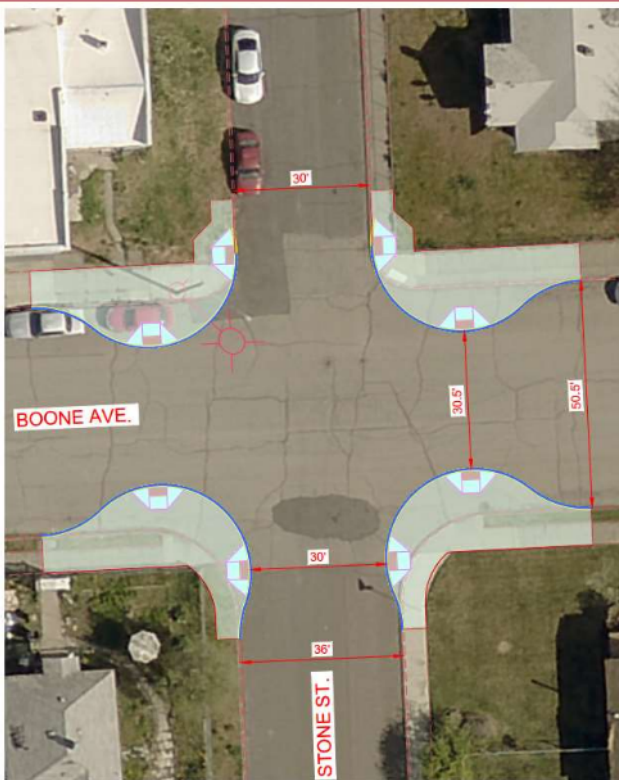
PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

SHOWN DATA IS APPROXIMATE, EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

UPRIVER DRIVE

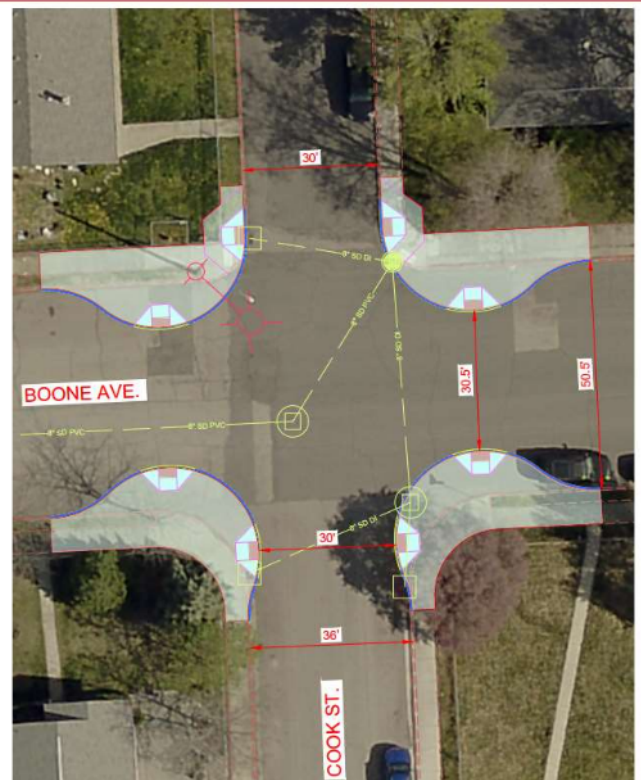
PROJECT # 2020046
@ FREYA STREET
DISTRICT 1 - ALL WAY STOP

SHEET 1 OF 1



PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

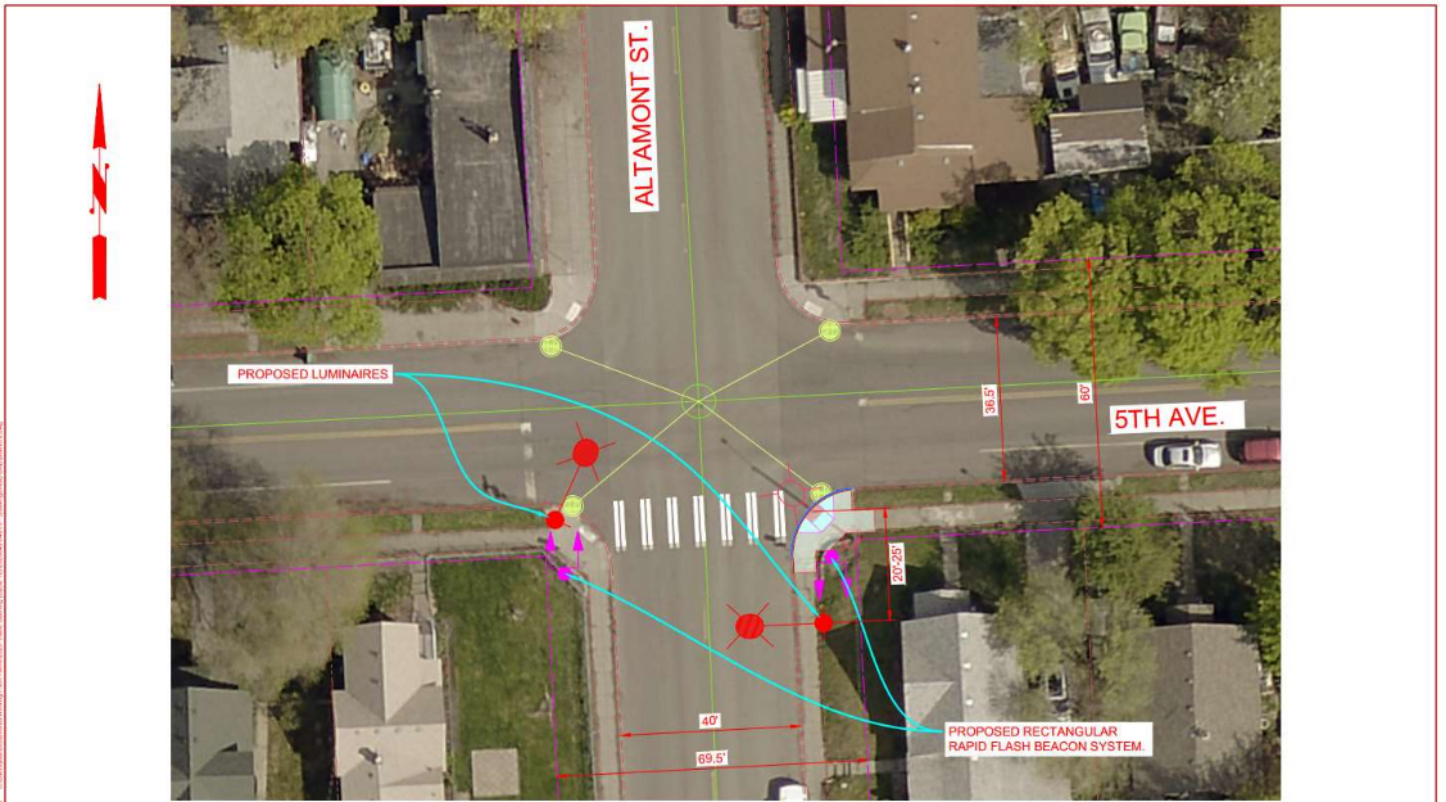
SHOWN DATA IS APPROXIMATE, EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.



BOONE AVENUE

PROJECT # 2020046
@ STONE & COOK INTERSECTIONS
DISTRICT 1 - BUMPOUTS

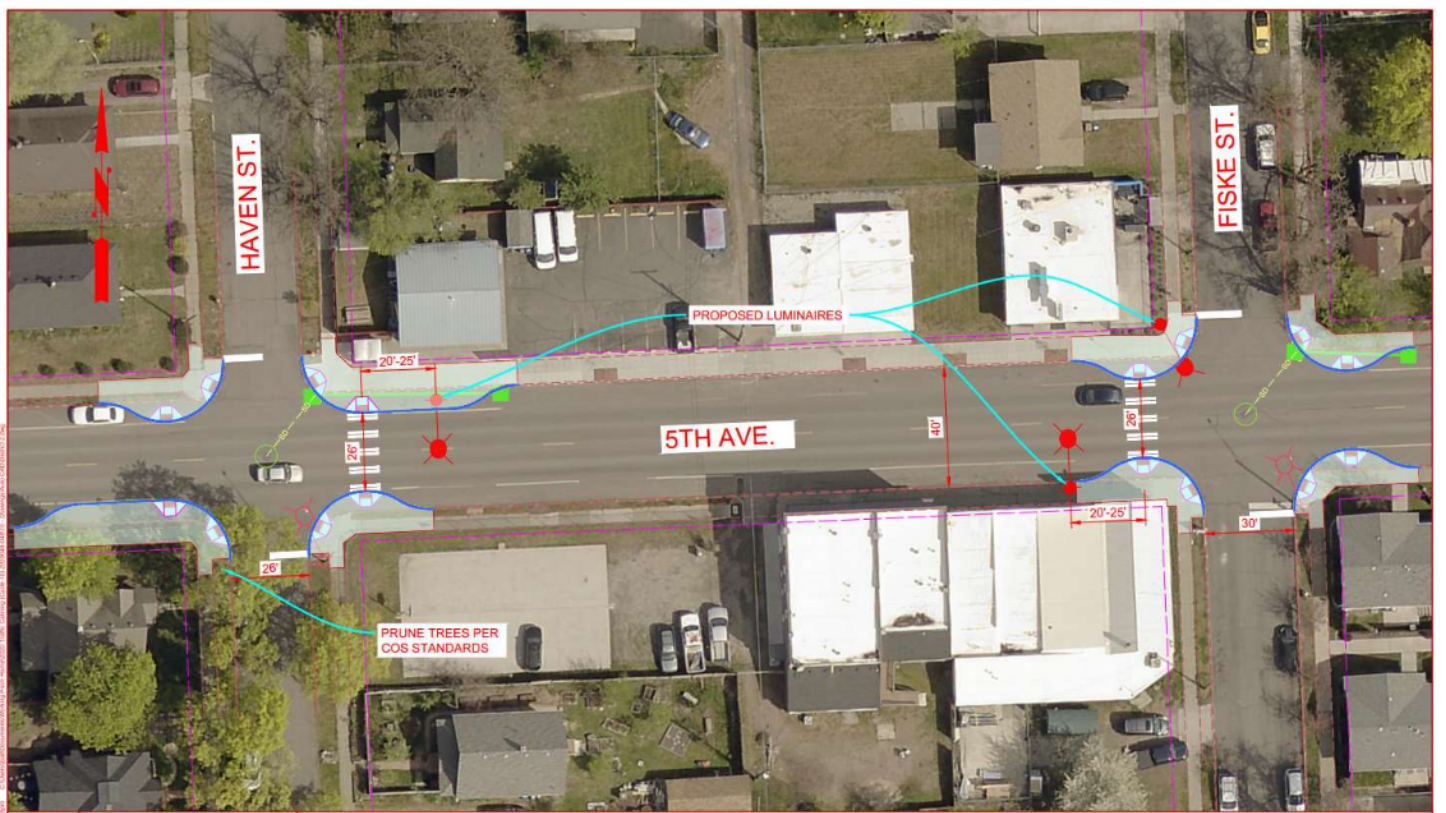
SHEET 1 OF 1



SPOKANE
PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

SHOWN DATA IS APPL. EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

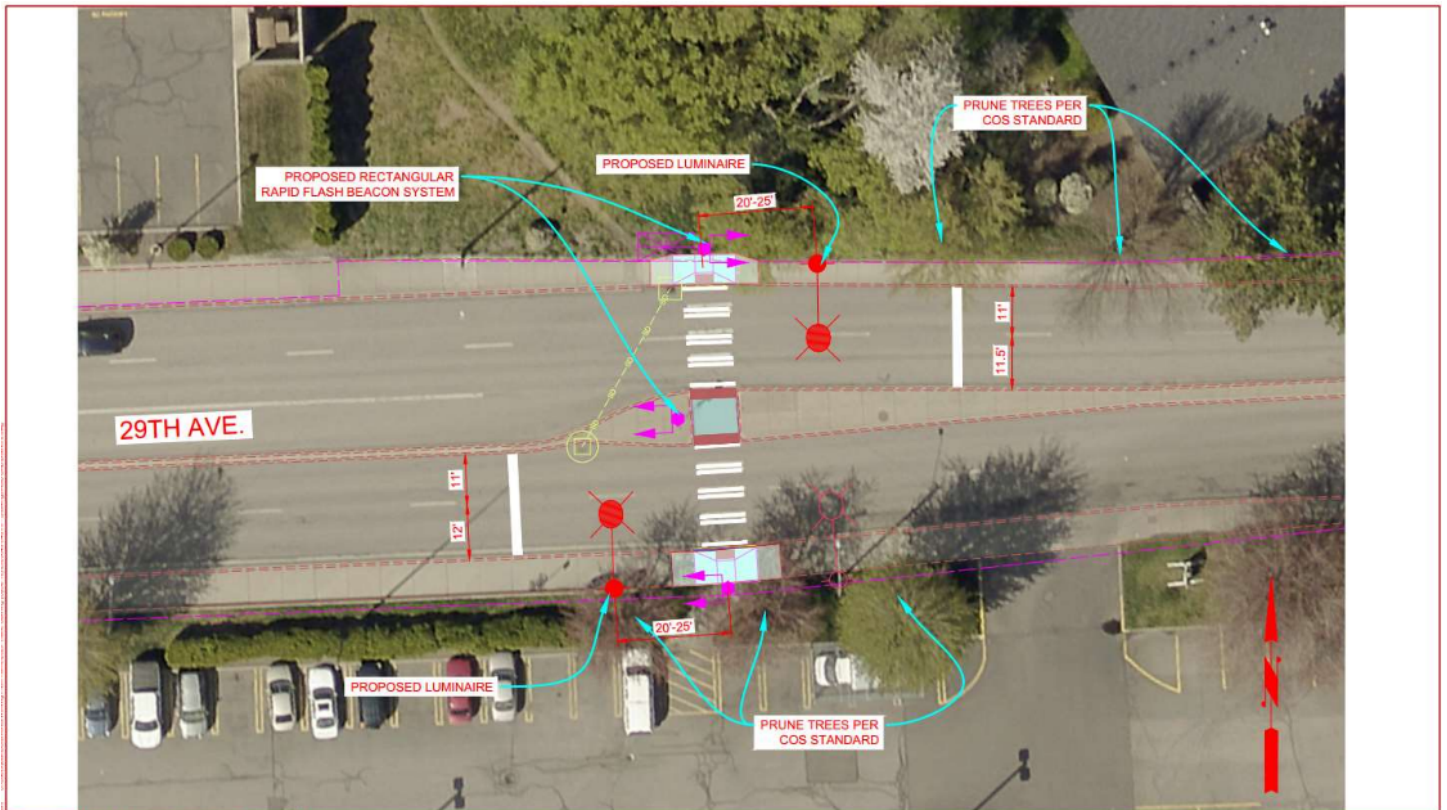
ALTAMONT STREET
PROJECT # 2020047
INTERSECTION
DISTRICT 2 - RECTANGULAR RAPID FLASH BEACON SYSTEM



SPOKANE
PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

SHOWN DATA IS APPL. EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

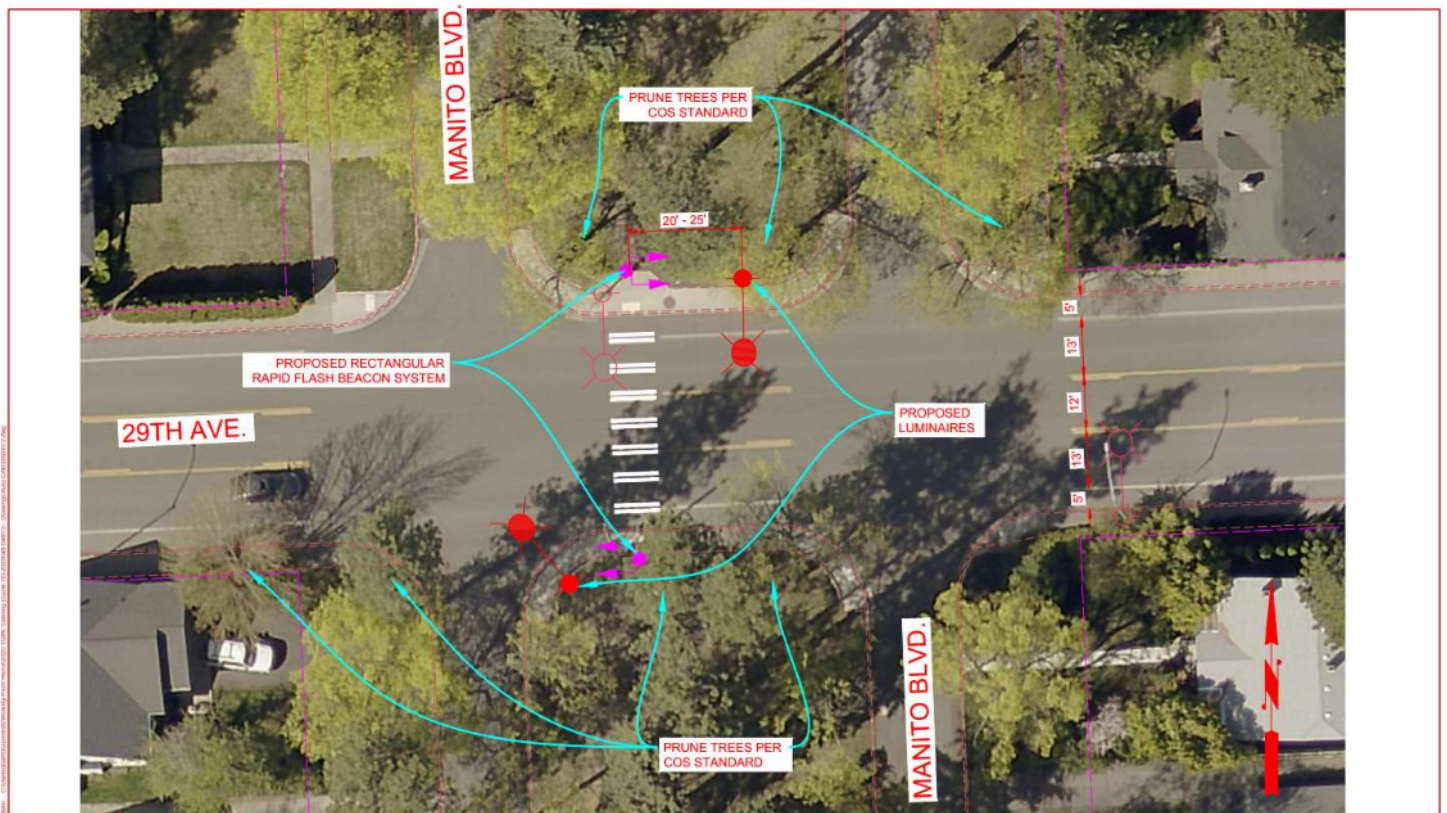
5TH AVENUE
PROJECT # 2020047
HAVEN TO FISKE
DISTRICT 2 - BUMPOUTS




PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
SHOWS DATA IS APPL. EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

29TH AVENUE
 PROJECT # 2020047
 @ ROSAUERS CROSSWALK
 DISTRICT 2 - RECTANGULAR RAPID FLASH BEACON

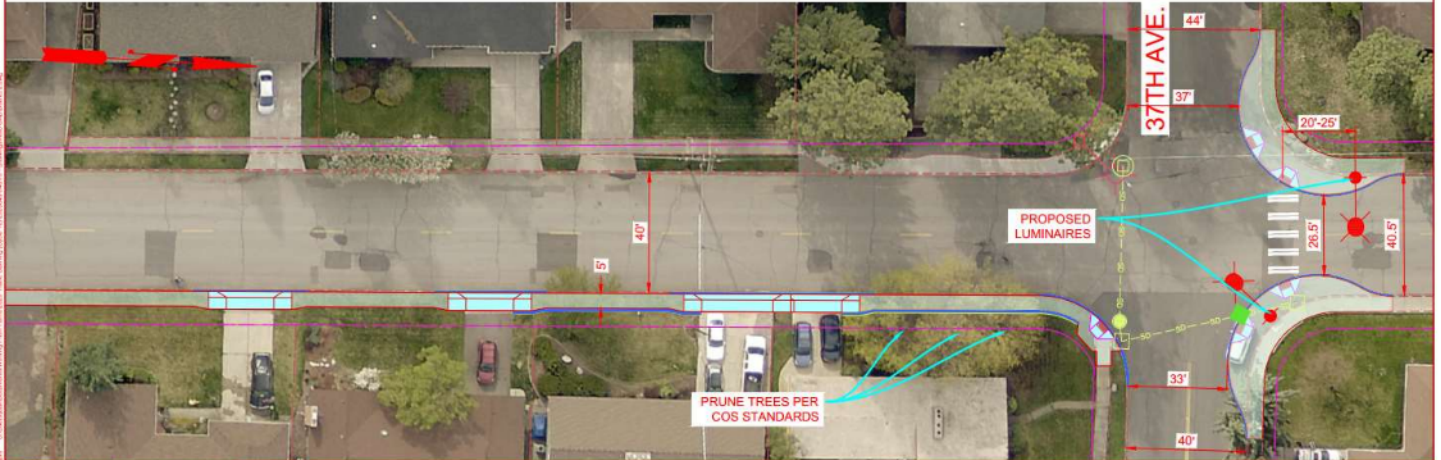
SHEET 1 OF 1




PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
SHOWS DATA IS APPL. EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

29TH AVENUE
 PROJECT # 2020047
 MANITO BLVD
 DISTRICT 2 - RECTANGULAR RAPID FLASH BEACON

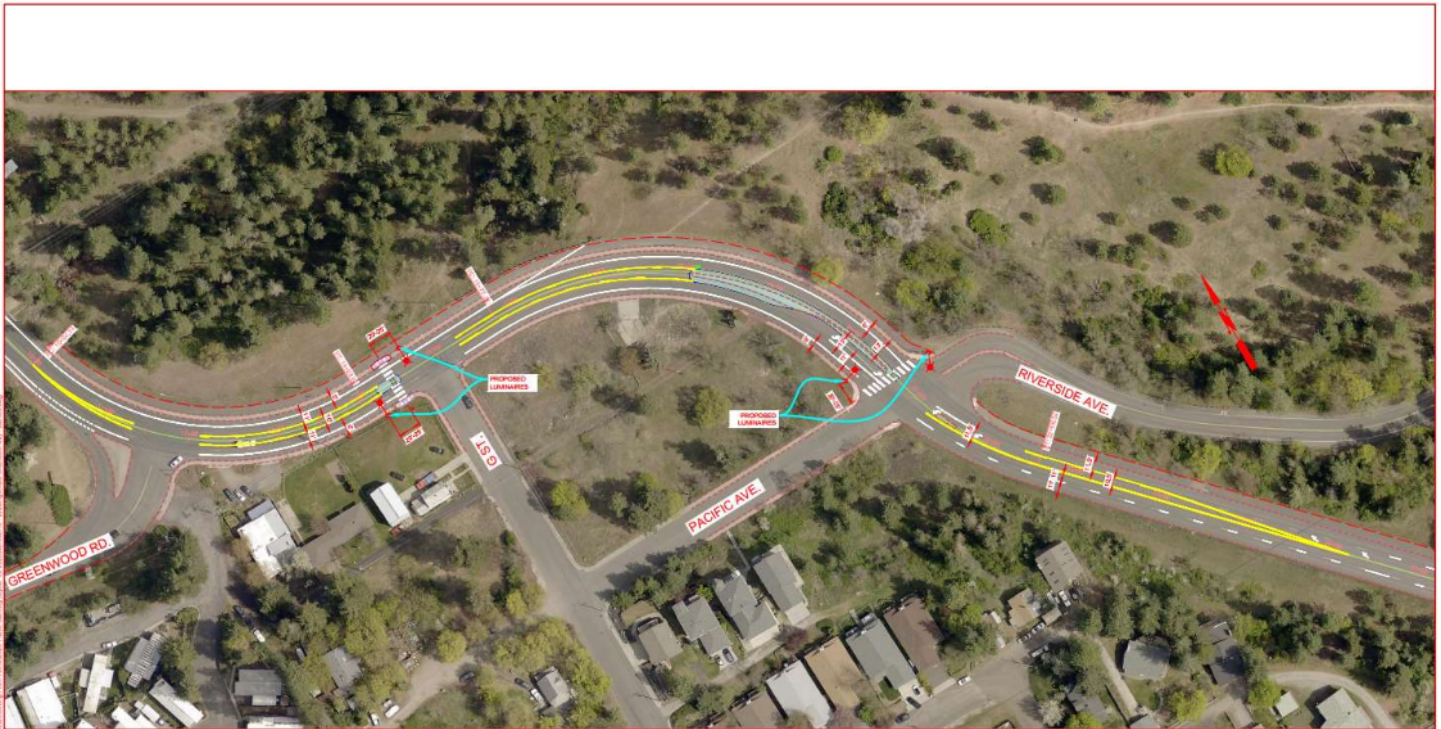
SHEET 1 OF 1




PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
SHOWN DATA IS APPROX. EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

BERNARD STREET
 PROJECT # 2020047
 HIGH DRIVE TO 37TH AVENUE
 DISTRICT 2 - SIDEWALK - OPT 2

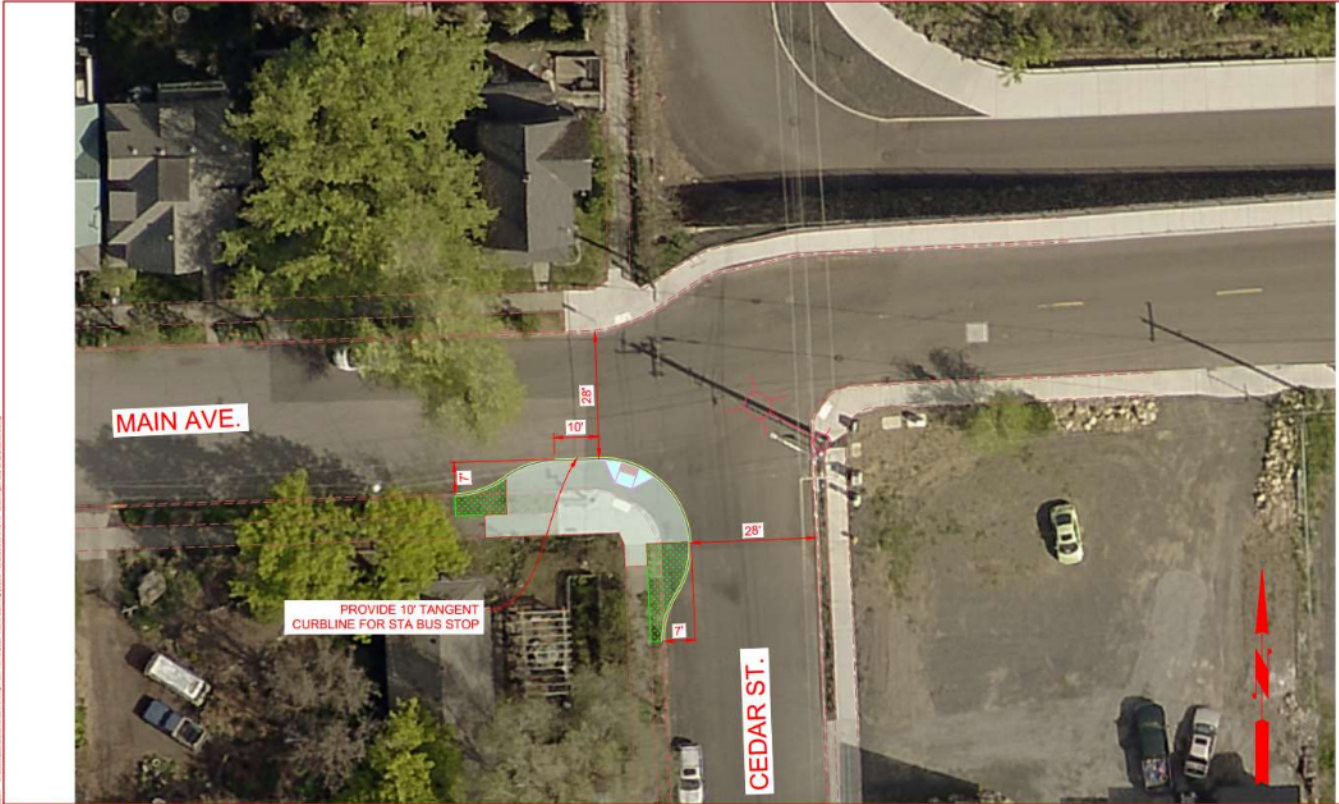
SHEET 1 OF 1




PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
SHOWN DATA IS APPROX. EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

2020 TRAFFIC CALMING (CYCLE 10)
 PROJECT # 2020047
 GOVERNMENT WAY - GREENWOOD TO RIVERSIDE
 BE-STRIPE

SHEET 1 OF 1



MAIN AVE.

PROVIDE 10' TANGENT CURBLINE FOR STA BUS STOP

CEDAR ST.

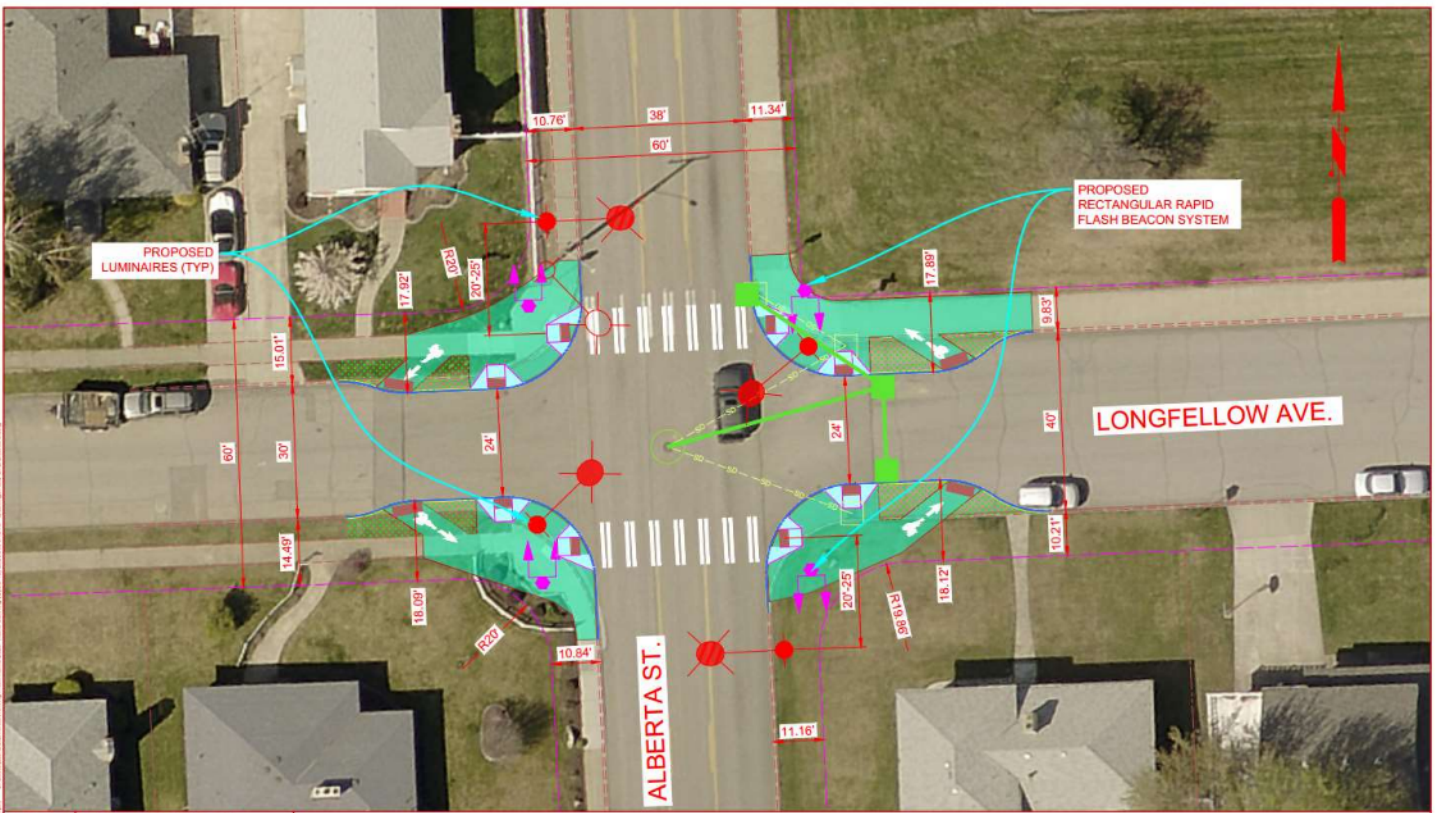


PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

SHOWING DATA IS APPL. DETRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

MAIN AVENUE
PROJECT # 2020047
CEDAR STREET
DISTRICT 2 - BUMPOUT

Sheet 1 of 1



PROPOSED LUMINAIRES (TYP)

PROPOSED RECTANGULAR RAPID FLASH BEACON SYSTEM

ALBERTA ST.

LONGFELLOW AVE.

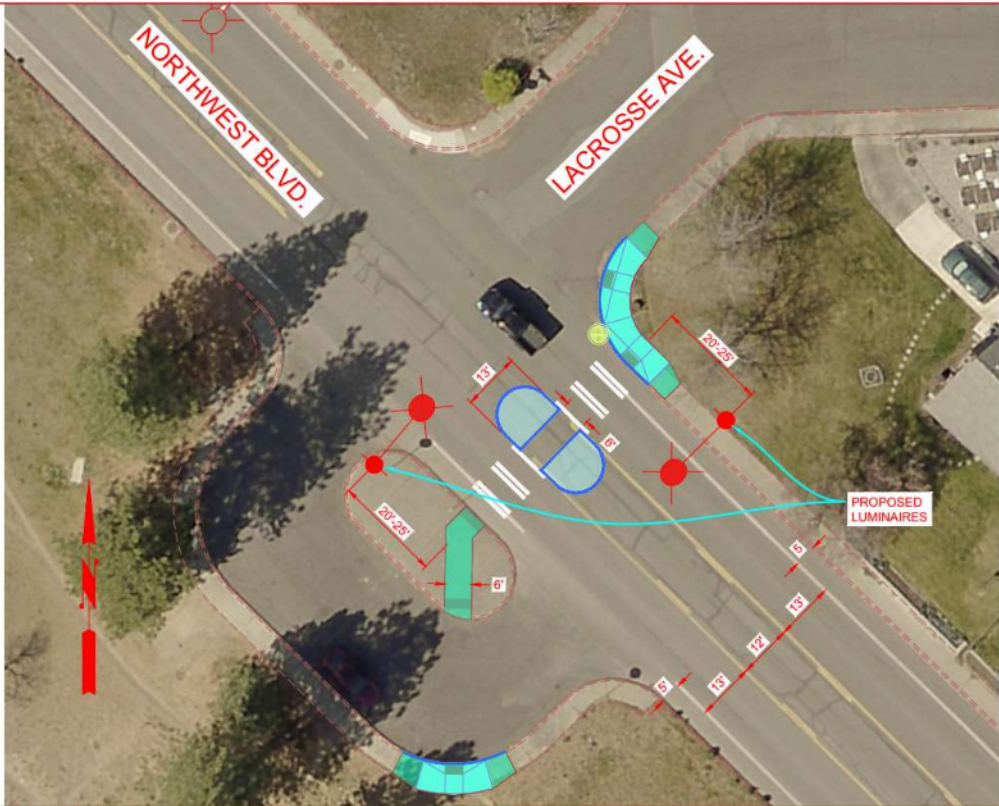


PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

SHOWING DATA IS APPL. DETRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

ALBERTA & LONGFELLOW
PROJECT # 2020048
INTERSECTION
DISTRICT 3 - RECTANGULAR RAPID FLASH BEACON SYSTEM - 2

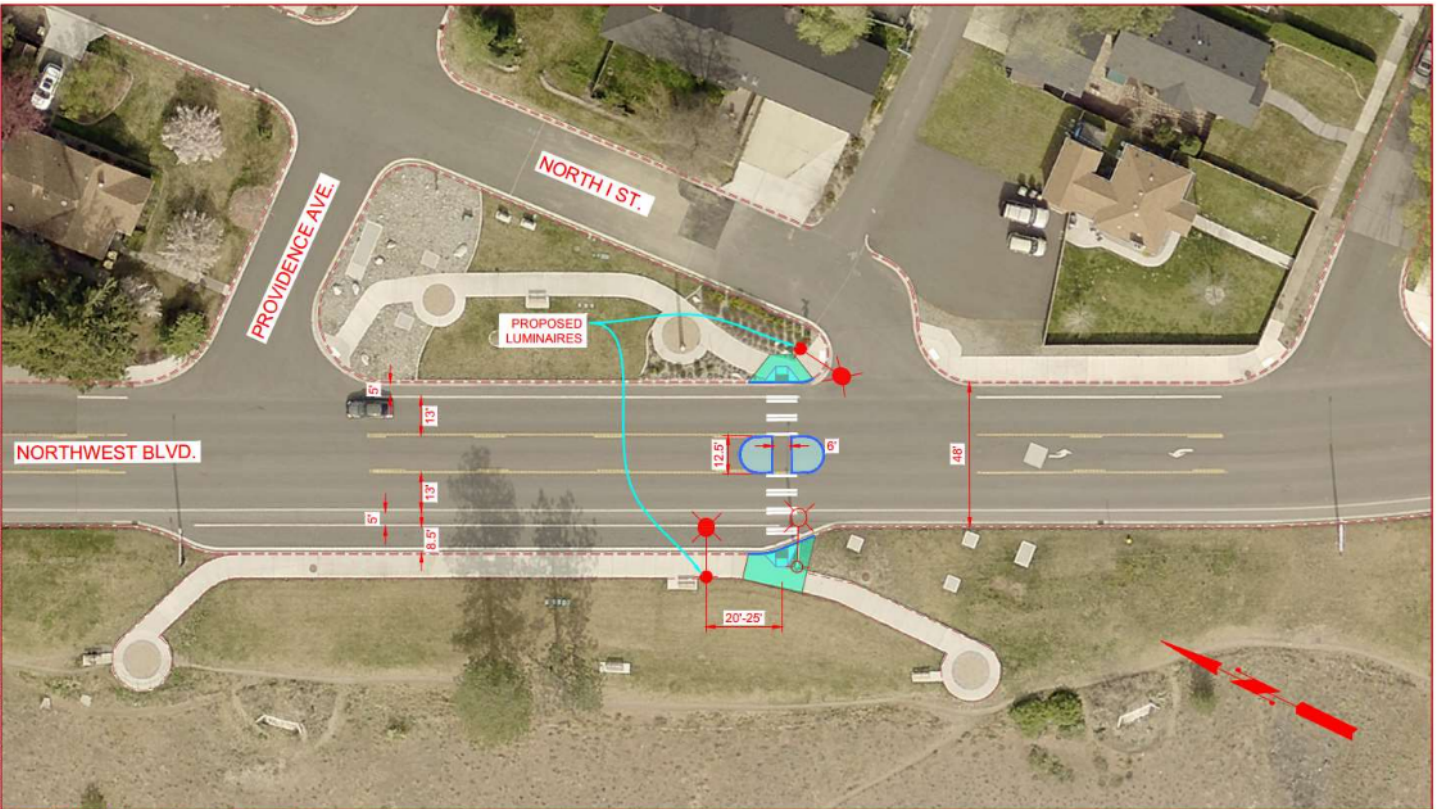
Sheet 1 of 1




PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
SHOWN DATA IS APPLICABLE, EXTRACTED FROM GIS DATA, NOT TO BE USED FOR CONSTRUCTION.

NORTHWEST BLVD @ LACROSSE AVE
 PROJECT # 2020048
 INTERSECTIONS
 DISTRICT 3 - CROSSWALK

SHEET 1 OF 1




PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
SHOWN DATA IS APPLICABLE, EXTRACTED FROM GIS DATA, NOT TO BE USED FOR CONSTRUCTION.

NORTHWEST BLVD @ PROVIDENCE
 PROJECT # 2020048
 INTERSECTION
 DISTRICT 3 - CROSSWALKS

SHEET 1 OF 1



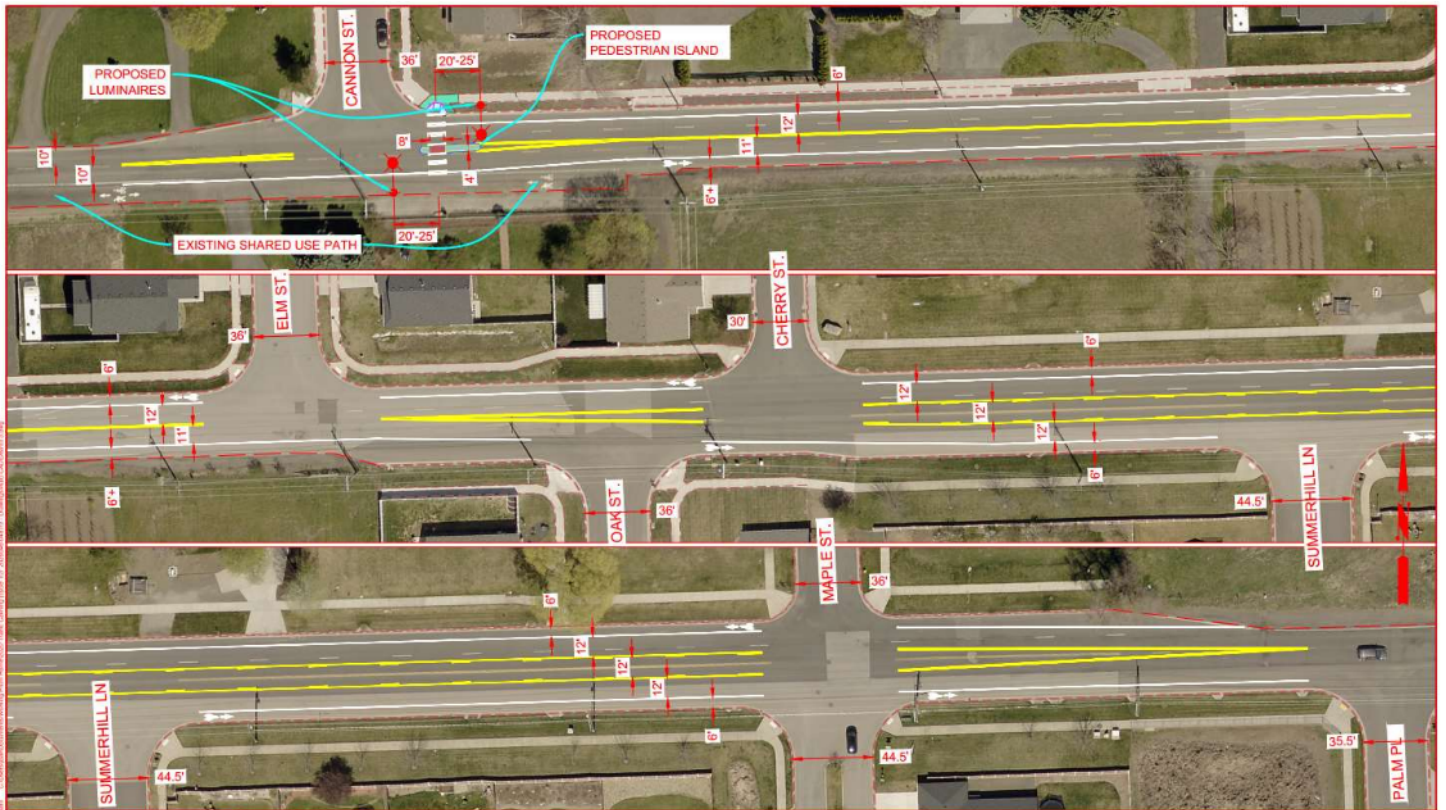

PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
SHOWN DATA IS APPROXIMATE, EXTRACTED FROM GIS DATA, NOT TO BE USED FOR CONSTRUCTION.

ROWAN AVENUE
 PROJECT # 2020048
 MONROE ST. TO WALL ST.
 DISTRICT 3 - 5' SIDEWALKS




PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
SHOWN DATA IS APPROXIMATE, EXTRACTED FROM GIS DATA, NOT TO BE USED FOR CONSTRUCTION.

SHAWNEE AVENUE
 PROJECT # 2020048
 MOORE STREET TO WOODRIDGE DRIVE
 DISTRICT 3 - 5' SIDEWALKS - OPT 2

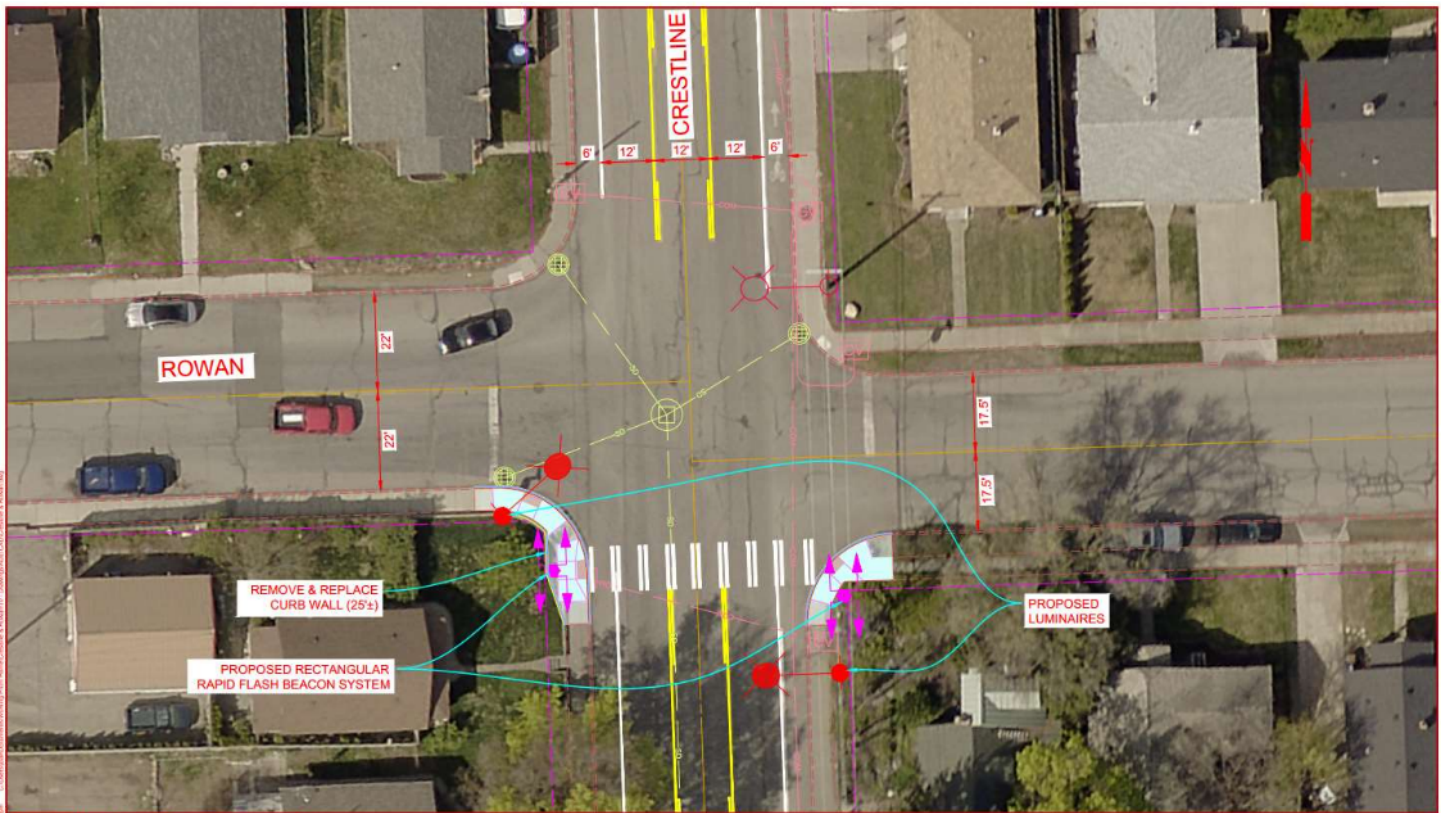


SPOKANE
PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

SHOWN DATA IS APTPL. EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

STRONG ROAD
PROJECT # 2020048
CANNON ST. TO ELM ST.
DISTRICT 3 - CROSSWALK W/PEDSTRIAN ISLAND & RE-STRIPE - OPT 3

SHEET 1 OF 1



SPOKANE
PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

SHOWN DATA IS APTPL. EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

CRESTLINE STREET & ROWAN AVENUE
INTERSECTION
RECTANGULAR RAPID FLASH BEACON SYSTEM

SHEET 1 OF 1




PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
SHOWN DATA IS APPROXIMATE, EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

THURSTON AVENUE
 PROJECT # 2020047
 @ PITTSBURG
 DISTRICT 2 - CURBLINE RE-ALIGNMENT - OPT 2

SHEET 1 OF 1

Ash St. – Broadway to Dean
Currently 1 Way Southbound
Convert to 2 way





City of Spokane
PUBLIC WORKS CONTRACT
Title: **TRAFFIC CALMING PROJECTS – CYCLE 10**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **INLAND INFRASTRUCTURE, LLC**, whose address is P.O. Box 3072, Spokane, Washington 99220 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **TRAFFIC CALMING PROJECTS – CYCLE 10**.
2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2023, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2020046 shall apply.
3. TIME OF PERFORMANCE. The time of performance of the Contract shall be in accordance with the contract documents.
4. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.
5. TERMINATION. Either party may terminate this Contract in accordance with the contract documents.
6. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed \$2,972,000.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 will include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. 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. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the

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

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

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

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

18. EXECUTIVE ORDER 11246.

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

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

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

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

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

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

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
23. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
25. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.
31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not

foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

32. CLEAN AIR ACT.

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

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

INLAND INFRASTRUCTURE, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
 - Performance Bond
 - Certification Regarding Debarment
 - Schedule A-1
- 24-047

PAYMENT BOND

We, **INLAND INFRASTRUCTURE, LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION NINE HUNDRED SEVENTY-TWO THOUSAND AND NO/100 DOLLARS (\$2,972,000.00)** the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **TRAFFIC CALMING PROJECTS – CYCLE 10**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

INLAND INFRASTRUCTURE, LLC,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **INLAND INFRASTRUCTURE, LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION NINE HUNDRED SEVENTY-TWO THOUSAND AND NO/100 DOLLARS (\$2,972,000.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **TRAFFIC CALMING PROJECTS – CYCLE 10**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

INLAND INFRASTRUCTURE, LLC,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

 1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr 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)

SCHEDULE A-1
Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 9,000.00	\$ 9,000.00
2	APPRENTICE UTILIZATION	1.00 LS	\$ 10,298.00	\$ 10,298.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
4	SPCC PLAN	1.00 LS	\$ 5,000.00	\$ 5,000.00
5	POTHOLING	4.00 EA	\$ 800.00	\$ 3,200.00
6	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 11,500.00	\$ 11,500.00
7	MOBILIZATION	1.00 LS	\$ 260,000.00	\$ 260,000.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 170,000.00	\$ 170,000.00
9	OTHER TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 30,000.00	\$ 30,000.00
10	SPECIAL SIGNS	95.00 SF	\$ 30.00	\$ 2,850.00
11	SEQUENTIAL ARROW SIGNS	1,072.00 HR	\$ 7.00	\$ 7,504.00
12	PORTABLE CHANGEABLE MESSAGE SIGN	1,000.00 HR	\$ 10.00	\$ 10,000.00
13	TYPE III BARRICADE	33.00 EA	\$ 200.00	\$ 6,600.00

14	WORK ZONE SAFETY CONTINGENCY	25,000.00 FA	\$	1.00	\$	25,000.00
15	CLEARING AND GRUBBING	1.00 LS	\$	60,000.00	\$	60,000.00
16	TREE ROOT TREATMENT	15.00 EA	\$	850.00	\$	12,750.00
17	TREE PROTECTION ZONE	12.00 EA	\$	400.00	\$	4,800.00
18	REMOVE TREE, CLASS I	4.00 EA	\$	850.00	\$	3,400.00
19	REMOVE TREE, CLASS II	7.00 EA	\$	3,500.00	\$	24,500.00
20	REMOVE TREE, CLASS III	1.00 EA	\$	7,750.00	\$	7,750.00
21	TREE PRUNING	33.00 EA	\$	375.00	\$	12,375.00
22	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	15,000.00	\$	15,000.00
23	REMOVE EXISTING CURB	6,312.00 LF	\$	8.00	\$	50,496.00
24	REMOVE EXISTING CURB AND GUTTER	148.00 LF	\$	10.00	\$	1,480.00
25	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	2,153.00 SY	\$	21.00	\$	45,213.00
26	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3.00 EA	\$	1,050.00	\$	3,150.00
27	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	78.00 LF	\$	12.00	\$	936.00
28	SAWCUTTING CURB	203.00 EA	\$	30.00	\$	6,090.00

29	SAWCUTTING RIGID PAVEMENT	3,868.00 LFI	\$	1.00	\$	3,868.00
30	SAWCUTTING FLEXIBLE PAVEMENT	32,794.00 LFI	\$	1.00	\$	32,794.00
31	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	16,395.00 LFI	\$	1.00	\$	16,395.00
32	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	4.00 EA	\$	1,300.00	\$	5,200.00
33	RELOCATE GROUP MAILBOX	1.00 LS	\$	2,100.00	\$	2,100.00
34	REMOVE UNSUITABLE FOUNDATION MATERIAL	20.00 CY	\$	50.00	\$	1,000.00
35	REPLACE UNSUITABLE FOUNDATION MATERIAL	20.00 CY	\$	45.00	\$	900.00
36	CSTC FOR SIDEWALK AND DRIVEWAYS	417.00 CY	\$	210.00	\$	87,570.00
37	COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK	22.00 SY	\$	200.00	\$	4,400.00
38	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 2 INCH THICK	265.00 SY	\$	25.00	\$	6,625.00
39	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	614.00 SY	\$	45.00	\$	27,630.00
40	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	1,060.00 SY	\$	55.00	\$	58,300.00
41	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1,674.00 SY	\$	40.00	\$	66,960.00
42	COMMERCIAL CONCRETE	20.00 CY	\$	675.00	\$	13,500.00
43	CEMENT CONCRETE CURB WALL	17.00 LF	\$	175.00	\$	2,975.00
44	CATCH BASIN TYPE 1	9.00 EA	\$	3,700.00	\$	33,300.00

45	CATCH BASIN TYPE 3	1.00 EA	\$	3,850.00	\$	3,850.00
46	GRATE INLET TYPE 3	10.00 EA	\$	2,000.00	\$	20,000.00
47	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	4.00 EA	\$	1,000.00	\$	4,000.00
48	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	21.00 EA	\$	1,000.00	\$	21,000.00
49	REPLACE SURFACE INLET CATCH BASIN WITH MANHOLE FRAME AND COVER	8.00 EA	\$	1,000.00	\$	8,000.00
50	VALVE BOX AND COVER	12.00 EA	\$	600.00	\$	7,200.00
51	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	2.00 EA	\$	800.00	\$	1,600.00
52	ADJUST EXISTING MH, CB, DW, OR INLET IN CONCRETE	2.00 EA	\$	800.00	\$	1,600.00
53	CLEANING EXISTING DRAINAGE STRUCTURE	1.00 EA	\$	1,250.00	\$	1,250.00
54	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	50.00	\$	500.00
55	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	45.00	\$	450.00
56	IMPORTED BACKFILL	10.00 CY	\$	45.00	\$	450.00
57	TRENCH SAFETY SYSTEM	1.00 LS	\$	2,000.00	\$	2,000.00
58	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	422.00 LF	\$	95.00	\$	40,090.00
59	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	16.00 EA	\$	350.00	\$	5,600.00

60	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	4.00 EA	\$	475.00	\$	1,900.00
61	PLUGGING EXISTING PIPE	1.00 EA	\$	500.00	\$	500.00
62	CLEANING EXISTING SANITARY SEWERS	18.00 EA	\$	500.00	\$	9,000.00
63	ESC LEAD	1.00 LS	\$	25,000.00	\$	25,000.00
64	INLET PROTECTION	18.00 EA	\$	100.00	\$	1,800.00
65	TOPSOIL TYPE A, 2 INCH THICK	2,232.00 SY	\$	6.50	\$	14,508.00
66	HYDROSEEDING	345.00 SY	\$	6.20	\$	2,139.00
67	SOD INSTALLATION	1,891.00 SY	\$	22.00	\$	41,602.00
68	2 IN. PVC IRRIGATION SLEEVE	189.00 LF	\$	13.00	\$	2,457.00
69	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	28,000.00	\$	28,000.00
70	CEMENT CONCRETE CURB	7,002.00 LF	\$	45.00	\$	315,090.00
71	CEMENT CONCRETE CURB AND GUTTER	394.00 LF	\$	50.00	\$	19,700.00
72	CEMENT CONCRETE DRIVEWAY	546.00 SY	\$	85.00	\$	46,410.00
73	CEMENT CONCRETE DRIVEWAY TRANSITION	186.00 SY	\$	95.00	\$	17,670.00
74	CHANNELIZING DEVICES - TYPE 4	48.00 EA	\$	400.00	\$	19,200.00
75	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	8,500.00	\$	8,500.00

76	REFERENCE AND REESTABLISH SURVEY MONUMENT	22.00 EA	\$	375.00	\$	8,250.00
77	MONUMENT FRAME AND COVER	1.00 EA	\$	875.00	\$	875.00
78	CEMENT CONCRETE SIDEWALK	5,736.00 SY	\$	95.00	\$	544,920.00
79	RAMP DETECTABLE WARNING	892.00 SF	\$	40.00	\$	35,680.00
80	RAMP DETECTABLE WARNING RETROFIT	160.00 SF	\$	80.00	\$	12,800.00
81	RECTANGULAR RAPID FLASHING BEACON SYSTEM, CRESTLINE	1.00 LS	\$	32,000.00	\$	32,000.00
82	RECTANGULAR RAPID FLASHING BEACON SYSTEM, ALTAMONT	1.00 LS	\$	34,000.00	\$	34,000.00
83	RECTANGULAR RAPID FLASHING BEACON SYSTEM, 29TH - EAST OF SE BLVD	1.00 LS	\$	31,000.00	\$	31,000.00
84	RECTANGULAR RAPID FLASHING BEACON SYSTEM, S MANITO AT 29TH	1.00 LS	\$	24,000.00	\$	24,000.00
85	RECTANGULAR RAPID FLASHING BEACON SYSTEM, ALBERTA	1.00 LS	\$	52,000.00	\$	52,000.00
86	TWENTY WHEN FLASHING, PERRY ST.	1.00 LS	\$	30,000.00	\$	30,000.00
87	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DIST. 1	1.00 LS	\$	26,000.00	\$	26,000.00
88	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DIST. 2	1.00 LS	\$	48,000.00	\$	48,000.00
89	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DIST. 3	1.00 LS	\$	68,000.00	\$	68,000.00
90	REMOVAL OF EXISTING PAVEMENT MARKINGS	4,080.00 SF	\$	3.00	\$	12,240.00

91	REMOVAL OF EXISTING WORD AND SYMBOL MARKINGS	6.00 EA	\$	170.00	\$	1,020.00
92	PAVEMENT MARKING - DURABLE HEAT APPLIED	7,708.00 SF	\$	13.00	\$	100,204.00
93	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	14.00 EA	\$	245.00	\$	3,430.00
94	TEMPORARY PAVEMENT MARKING - FREYA ST.	1.00 LS	\$	1,600.00	\$	1,600.00
95	TEMPORARY PAVEMENT MARKING - GOVERNMENT WAY	1.00 LS	\$	1,600.00	\$	1,600.00
96	TEMPORARY PAVEMENT MARKING - STRONG RD.	1.00 LS	\$	1,600.00	\$	1,600.00
97	REINFORCED DOWELED CURB	1,213.00 LF	\$	25.00	\$	30,325.00
98	TRAFFIC ISLAND CONCRETE	483.00 SY	\$	60.00	\$	28,980.00
99	DIRECTIONAL BORING	100.00 LF	\$	100.00	\$	10,000.00
Schedule A-1 Subtotal					\$	<u>2,972,000.00</u>
Summary of Bid Items					Bid Total	\$ <u>2,972,000.00</u>

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

Project Number **2020046**

Project Description Cycle 10 Traffic Calming

Original Date

3/11/2024 2:21:00 PM

Project Number: 2020046			Engineer's Estimate		INLAND INFRASTRUCTURE LLC (Submitted)		CR CONCRETE (Submitted)		WM WINKLER COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01		Sales tax shall be included in unit prices								
1	ADA FEATURES SURVEYING	1 LS	20,000.00	20,000.00	9,000.00	\$9,000.00	15,000.00	\$15,000.00	4,153.33	\$4,153.33
2	APPRENTICE UTILIZATION	1 LS	20,000.00	20,000.00	10,298.00	\$10,298.00	2,500.00	\$2,500.00	5,338.35	\$5,338.35
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
4	SPCC PLAN	1 LS	2,000.00	2,000.00	5,000.00	\$5,000.00	1,000.00	\$1,000.00	840.50	\$840.50
5	POTHOLING	4 EA	1,000.00	4,000.00	800.00	\$3,200.00	1,000.00	\$4,000.00	688.49	\$2,753.96
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	30,000.00	30,000.00	11,500.00	\$11,500.00	25,000.00	\$25,000.00	23,786.54	\$23,786.54
7	MOBILIZATION	1 LS	269,000.00	269,000.00	260,000.00	\$260,000.00	300,500.00	\$300,500.00	185,202.03	\$185,202.03
8	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	150,000.00	150,000.00	170,000.00	\$170,000.00	135,000.00	\$135,000.00	315,667.09	\$315,667.09
9	OTHER TEMPORARY TRAFFIC CONTROL	1 LS	1,500.00	1,500.00	30,000.00	\$30,000.00	46,036.00	\$46,036.00	29,342.07	\$29,342.07
10	SPECIAL SIGNS	95 SF	25.00	2,375.00	30.00	\$2,850.00	50.00	\$4,750.00	29.63	\$2,814.85
11	SEQUENTIAL ARROW SIGNS	1072 HR	8.00	8,576.00	7.00	\$7,504.00	3.00	\$3,216.00	6.84	\$7,332.48
12	PORTABLE CHANGEABLE MESSAGE SIGN	1000 HR	8.00	8,000.00	10.00	\$10,000.00	6.00	\$6,000.00	10.26	\$10,260.00
13	TYPE III BARRICADE	33 EA	120.00	3,960.00	200.00	\$6,600.00	150.00	\$4,950.00	199.41	\$6,580.53
14	WORK ZONE SAFETY CONTINGENCY	25000 FA	1.00	25,000.00	1.00	\$25,000.00	1.00	\$25,000.00	1.00	\$25,000.00
15	CLEARING AND GRUBBING	1 LS	30,000.00	30,000.00	60,000.00	\$60,000.00	105,000.00	\$105,000.00	29,695.27	\$29,695.27
16	TREE ROOT TREATMENT	15 EA	400.00	6,000.00	850.00	\$12,750.00	750.00	\$11,250.00	839.45	\$12,591.75
17	TREE PROTECTION ZONE	12 EA	350.00	4,200.00	400.00	\$4,800.00	350.00	\$4,200.00	391.74	\$4,700.88
18	REMOVE TREE, CLASS I	4 EA	1,200.00	4,800.00	850.00	\$3,400.00	750.00	\$3,000.00	839.45	\$3,357.80
19	REMOVE TREE, CLASS II	7 EA	2,500.00	17,500.00	3,500.00	\$24,500.00	3,500.00	\$24,500.00	3,525.68	\$24,679.76
20	REMOVE TREE, CLASS III	1 EA	4,000.00	4,000.00	7,750.00	\$7,750.00	8,000.00	\$8,000.00	8,114.67	\$8,114.67
21	TREE PRUNING	33 EA	350.00	11,550.00	375.00	\$12,375.00	400.00	\$13,200.00	363.76	\$12,004.08
22	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	15,000.00	15,000.00	15,000.00	\$15,000.00	18,500.00	\$18,500.00	9,794.67	\$9,794.67
23	REMOVE EXISTING CURB	6312 LF	13.00	82,056.00	8.00	\$50,496.00	8.00	\$50,496.00	6.29	\$39,702.48
24	REMOVE EXISTING CURB AND GUTTER	148 LF	13.00	1,924.00	10.00	\$1,480.00	20.00	\$2,960.00	6.29	\$930.92
25	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	2153 SY	20.00	43,060.00	21.00	\$45,213.00	40.00	\$86,120.00	20.08	\$43,232.24
26	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3 EA	900.00	2,700.00	1,050.00	\$3,150.00	1,900.00	\$5,700.00	1,398.72	\$4,196.16
27	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	78 LF	10.00	780.00	12.00	\$936.00	75.00	\$5,850.00	42.67	\$3,328.26
28	SAWCUTTING CURB	203 EA	45.00	9,135.00	30.00	\$6,090.00	35.00	\$7,105.00	45.58	\$9,252.74
29	SAWCUTTING RIGID PAVEMENT	3868 LFI	2.00	7,736.00	1.00	\$3,868.00	1.75	\$6,769.00	1.25	\$4,835.00

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

Project Number: 2020046			Engineer's Estimate		LIBERTY CONCRETE (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	20,000.00	20,000.00	51,185.00	\$51,185.00
2	APPRENTICE UTILIZATION	1 LS	20,000.00	20,000.00	51,187.00	\$51,187.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00
4	SPPC PLAN	1 LS	2,000.00	2,000.00	1,744.00	\$1,744.00
5	POTHOLING	4 EA	1,000.00	4,000.00	668.00	\$2,672.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	30,000.00	30,000.00	21,319.00	\$21,319.00
7	MOBILIZATION	1 LS	269,000.00	269,000.00	393,500.00	\$393,500.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	150,000.00	150,000.00	146,331.00	\$146,331.00
9	OTHER TEMPORARY TRAFFIC CONTROL	1 LS	1,500.00	1,500.00	29,064.00	\$29,064.00
10	SPECIAL SIGNS	95 SF	25.00	2,375.00	25.50	\$2,422.50
11	SEQUENTIAL ARROW SIGNS	1072 HR	8.00	8,576.00	4.10	\$4,395.20
12	PORTABLE CHANGEABLE MESSAGE SIGN	1000 HR	8.00	8,000.00	8.10	\$8,100.00
13	TYPE III BARRICADE	33 EA	120.00	3,960.00	58.00	\$1,914.00
14	WORK ZONE SAFETY CONTINGENCY	25000 FA	1.00	25,000.00	1.00	\$25,000.00
15	CLEARING AND GRUBBING	1 LS	30,000.00	30,000.00	93,340.00	\$93,340.00
16	TREE ROOT TREATMENT	15 EA	400.00	6,000.00	872.00	\$13,080.00
17	TREE PROTECTION ZONE	12 EA	350.00	4,200.00	407.00	\$4,884.00
18	REMOVE TREE, CLASS I	4 EA	1,200.00	4,800.00	872.00	\$3,488.00
19	REMOVE TREE, CLASS II	7 EA	2,500.00	17,500.00	3,662.00	\$25,634.00
20	REMOVE TREE, CLASS III	1 EA	4,000.00	4,000.00	8,429.00	\$8,429.00
21	TREE PRUNING	33 EA	350.00	11,550.00	378.00	\$12,474.00
22	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	15,000.00	15,000.00	78,180.00	\$78,180.00
23	REMOVE EXISTING CURB	6312 LF	13.00	82,056.00	12.50	\$78,900.00
24	REMOVE EXISTING CURB AND GUTTER	148 LF	13.00	1,924.00	12.50	\$1,850.00
25	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	2153 SY	20.00	43,060.00	23.00	\$49,519.00
26	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3 EA	900.00	2,700.00	780.00	\$2,340.00
27	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	78 LF	10.00	780.00	30.50	\$2,379.00
28	SAWCUTTING CURB	203 EA	45.00	9,135.00	58.00	\$11,774.00
29	SAWCUTTING RIGID PAVEMENT	3868 LFI	2.00	7,736.00	3.50	\$13,538.00

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

<i>Project Number: 2020046</i>			<i>Engineer's Estimate</i>		INLAND INFRASTRUCTURE LLC (Submitted)		CR CONCRETE (Submitted)		WM WINKLER COMPANY (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
30	SAWCUTTING FLEXIBLE PAVEMENT	32794 LFI	1.00	32,794.00	1.00	\$32,794.00	1.00	\$32,794.00	0.40	\$13,117.60
31	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	16395 LFI	2.00	32,790.00	1.00	\$16,395.00	1.65	\$27,051.75	0.40	\$6,558.00
32	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	4 EA	500.00	2,000.00	1,300.00	\$5,200.00	500.00	\$2,000.00	787.77	\$3,151.08
33	RELOCATE GROUP MAILBOX	1 LS	1,500.00	1,500.00	2,100.00	\$2,100.00	1,500.00	\$1,500.00	1,500.00	\$1,500.00
34	REMOVE UNSUITABLE FOUNDATION MATERIAL	20 CY	25.00	500.00	50.00	\$1,000.00	75.00	\$1,500.00	123.30	\$2,466.00
35	REPLACE UNSUITABLE FOUNDATION MATERIAL	20 CY	50.00	1,000.00	45.00	\$900.00	85.00	\$1,700.00	160.79	\$3,215.80
36	CSTC FOR SIDEWALK AND DRIVEWAYS	417 CY	350.00	145,950.00	210.00	\$87,570.00	165.00	\$68,805.00	130.87	\$54,572.79
37	COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK	22 SY	16.00	352.00	200.00	\$4,400.00	190.00	\$4,180.00	248.51	\$5,467.22
38	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 2 INCH THICK	265 SY	30.00	7,950.00	25.00	\$6,625.00	24.25	\$6,426.25	27.09	\$7,178.85
39	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	614 SY	45.00	27,630.00	45.00	\$27,630.00	41.00	\$25,174.00	44.77	\$27,488.78
40	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	1060 SY	60.00	63,600.00	55.00	\$58,300.00	52.00	\$55,120.00	55.96	\$59,317.60
41	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1674 SY	45.00	75,330.00	40.00	\$66,960.00	35.00	\$58,590.00	51.96	\$86,981.04
42	COMMERCIAL CONCRETE	20 CY	200.00	4,000.00	675.00	\$13,500.00	250.00	\$5,000.00	340.73	\$6,814.60
43	CEMENT CONCRETE CURB WALL	17 LF	120.00	2,040.00	175.00	\$2,975.00	120.00	\$2,040.00	78.46	\$1,333.82
44	CATCH BASIN TYPE 1	9 EA	3,500.00	31,500.00	3,700.00	\$33,300.00	5,000.00	\$45,000.00	3,696.91	\$33,272.19
45	CATCH BASIN TYPE 3	1 EA	4,000.00	4,000.00	3,850.00	\$3,850.00	7,500.00	\$7,500.00	3,942.96	\$3,942.96
46	GRATE INLET TYPE 3	10 EA	1,500.00	15,000.00	2,000.00	\$20,000.00	3,500.00	\$35,000.00	2,003.90	\$20,039.00
47	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	4 EA	900.00	3,600.00	1,000.00	\$4,000.00	2,000.00	\$8,000.00	897.01	\$3,588.04
48	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	21 EA	900.00	18,900.00	1,000.00	\$21,000.00	2,000.00	\$42,000.00	897.01	\$18,837.21
49	REPLACE SURFACE INLET CATCH BASIN WITH MANHOLE FRAME AND COVER	8 EA	900.00	7,200.00	1,000.00	\$8,000.00	1,500.00	\$12,000.00	942.12	\$7,536.96
50	VALVE BOX AND COVER	12 EA	500.00	6,000.00	600.00	\$7,200.00	500.00	\$6,000.00	443.13	\$5,317.56
51	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	2 EA	900.00	1,800.00	800.00	\$1,600.00	400.00	\$800.00	279.09	\$558.18
52	ADJUST EXISTING MH, CB, DW, OR INLET IN CONCRETE	2 EA	900.00	1,800.00	800.00	\$1,600.00	500.00	\$1,000.00	279.09	\$558.18
53	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	800.00	800.00	1,250.00	\$1,250.00	1,000.00	\$1,000.00	872.63	\$872.63
54	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	30.00	300.00	50.00	\$500.00	75.00	\$750.00	244.62	\$2,446.20
55	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	50.00	500.00	45.00	\$450.00	85.00	\$850.00	228.34	\$2,283.40
56	IMPORTED BACKFILL	10 CY	50.00	500.00	45.00	\$450.00	95.00	\$950.00	150.00	\$1,500.00

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

<i>Project Number: 2020046</i>			<i>Engineer's Estimate</i>		LIBERTY CONCRETE (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
30	SAWCUTTING FLEXIBLE PAVEMENT	32794 LFI	1.00	32,794.00	0.45	\$14,757.30
31	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	16395 LFI	2.00	32,790.00	0.60	\$9,837.00
32	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	4 EA	500.00	2,000.00	927.00	\$3,708.00
33	RELOCATE GROUP MAILBOX	1 LS	1,500.00	1,500.00	8,211.00	\$8,211.00
34	REMOVE UNSUITABLE FOUNDATION MATERIAL	20 CY	25.00	500.00	64.00	\$1,280.00
35	REPLACE UNSUITABLE FOUNDATION MATERIAL	20 CY	50.00	1,000.00	60.00	\$1,200.00
36	CSTC FOR SIDEWALK AND DRIVEWAYS	417 CY	350.00	145,950.00	143.00	\$59,631.00
37	COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK	22 SY	16.00	352.00	216.00	\$4,752.00
38	HMA FOR PAVEMENT REPAIR CL. 3/8 IN. HEAVY TRAFFIC, 2 INCH THICK	265 SY	30.00	7,950.00	28.00	\$7,420.00
39	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	614 SY	45.00	27,630.00	46.50	\$28,551.00
40	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. HEAVY TRAFFIC, 6 INCH THICK	1060 SY	60.00	63,600.00	58.00	\$61,480.00
41	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1674 SY	45.00	75,330.00	39.50	\$66,123.00
42	COMMERCIAL CONCRETE	20 CY	200.00	4,000.00	1,076.00	\$21,520.00
43	CEMENT CONCRETE CURB WALL	17 LF	120.00	2,040.00	96.00	\$1,632.00
44	CATCH BASIN TYPE 1	9 EA	3,500.00	31,500.00	4,116.00	\$37,044.00
45	CATCH BASIN TYPE 3	1 EA	4,000.00	4,000.00	4,599.00	\$4,599.00
46	GRATE INLET TYPE 3	10 EA	1,500.00	15,000.00	2,759.00	\$27,590.00
47	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	4 EA	900.00	3,600.00	1,575.00	\$6,300.00
48	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	21 EA	900.00	18,900.00	1,575.00	\$33,075.00
49	REPLACE SURFACE INLET CATCH BASIN WITH MANHOLE FRAME AND COVER	8 EA	900.00	7,200.00	1,535.00	\$12,280.00
50	VALVE BOX AND COVER	12 EA	500.00	6,000.00	1,306.00	\$15,672.00
51	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	2 EA	900.00	1,800.00	1,726.00	\$3,452.00
52	ADJUST EXISTING MH, CB, DW, OR INLET IN CONCRETE	2 EA	900.00	1,800.00	1,603.00	\$3,206.00
53	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	800.00	800.00	378.00	\$378.00
54	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	30.00	300.00	56.00	\$560.00
55	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	50.00	500.00	47.00	\$470.00
56	IMPORTED BACKFILL	10 CY	50.00	500.00	91.50	\$915.00

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

<i>Project Number: 2020046</i>			<i>Engineer's Estimate</i>		INLAND INFRASTRUCTURE LLC (Submitted)		CR CONCRETE (Submitted)		WM WINKLER COMPANY (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
57	TRENCH SAFETY SYSTEM	1 LS	3,000.00	3,000.00	2,000.00	\$2,000.00	2,000.00	\$2,000.00	587.00	\$587.00
58	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	422 LF	60.00	25,320.00	95.00	\$40,090.00	90.00	\$37,980.00	110.11	\$46,466.42
59	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	16 EA	800.00	12,800.00	350.00	\$5,600.00	1,100.00	\$17,600.00	1,652.45	\$26,439.20
60	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	4 EA	800.00	3,200.00	475.00	\$1,900.00	900.00	\$3,600.00	1,590.45	\$6,361.80
61	PLUGGING EXISTING PIPE	1 EA	600.00	600.00	500.00	\$500.00	1,200.00	\$1,200.00	357.70	\$357.70
62	CLEANING EXISTING SANITARY SEWERS	18 EA	1,000.00	18,000.00	500.00	\$9,000.00	1,000.00	\$18,000.00	581.75	\$10,471.50
63	ESC LEAD	1 LS	2,500.00	2,500.00	25,000.00	\$25,000.00	3,500.00	\$3,500.00	1,932.00	\$1,932.00
64	INLET PROTECTION	18 EA	110.00	1,980.00	100.00	\$1,800.00	150.00	\$2,700.00	67.90	\$1,222.20
65	TOPSOIL TYPE A, 2 INCH THICK	2232 SY	12.00	26,784.00	6.50	\$14,508.00	6.00	\$13,392.00	6.72	\$14,999.04
66	HYDROSEEDING	345 SY	2.00	690.00	6.20	\$2,139.00	6.00	\$2,070.00	6.72	\$2,318.40
67	SOD INSTALLATION	1891 SY	18.00	34,038.00	22.00	\$41,602.00	21.00	\$39,711.00	23.50	\$44,438.50
68	2 IN. PVC IRRIGATION SLEEVE	189 LF	8.00	1,512.00	13.00	\$2,457.00	12.00	\$2,268.00	13.43	\$2,538.27
69	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	25,000.00	25,000.00	28,000.00	\$28,000.00	28,000.00	\$28,000.00	31,345.00	\$31,345.00
70	CEMENT CONCRETE CURB	7002 LF	65.00	455,130.00	45.00	\$315,090.00	31.50	\$220,563.00	55.44	\$388,190.88
71	CEMENT CONCRETE CURB AND GUTTER	394 LF	65.00	25,610.00	50.00	\$19,700.00	45.00	\$17,730.00	56.46	\$22,245.24
72	CEMENT CONCRETE DRIVEWAY	546 SY	75.00	40,950.00	85.00	\$46,410.00	100.00	\$54,600.00	90.14	\$49,216.44
73	CEMENT CONCRETE DRIVEWAY TRANSITION	186 SY	75.00	13,950.00	95.00	\$17,670.00	100.00	\$18,600.00	75.94	\$14,124.84
74	CHANNELIZING DEVICES - TYPE 4	48 EA	400.00	19,200.00	400.00	\$19,200.00	350.00	\$16,800.00	398.82	\$19,143.36
75	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	6,000.00	6,000.00	8,500.00	\$8,500.00	10,000.00	\$10,000.00	9,346.00	\$9,346.00
76	REFERENCE AND REESTABLISH SURVEY MONUMENT	22 EA	1,100.00	24,200.00	375.00	\$8,250.00	400.00	\$8,800.00	398.82	\$8,774.04
77	MONUMENT FRAME AND COVER	1 EA	700.00	700.00	875.00	\$875.00	1,500.00	\$1,500.00	618.00	\$618.00
78	CEMENT CONCRETE SIDEWALK	5736 SY	55.00	315,480.00	95.00	\$544,920.00	77.00	\$441,672.00	88.96	\$510,274.56
79	RAMP DETECTABLE WARNING	892 SF	34.00	30,328.00	40.00	\$35,680.00	35.00	\$31,220.00	24.92	\$22,228.64
80	RAMP DETECTABLE WARNING RETROFIT	160 SF	34.00	5,440.00	80.00	\$12,800.00	65.00	\$10,400.00	38.39	\$6,142.40
81	RECTANGULAR RAPID FLASHING BEACON SYSTEM, CRESTLINE	1 LS	38,000.00	38,000.00	32,000.00	\$32,000.00	42,000.00	\$42,000.00	35,781.00	\$35,781.00
82	RECTANGULAR RAPID FLASHING BEACON SYSTEM, ALTAMONT	1 LS	30,000.00	30,000.00	34,000.00	\$34,000.00	44,000.00	\$44,000.00	37,362.00	\$37,362.00
83	RECTANGULAR RAPID FLASHING BEACON SYSTEM, 29TH - EAST OF SE BLVD	1 LS	33,000.00	33,000.00	31,000.00	\$31,000.00	40,000.00	\$40,000.00	34,504.00	\$34,504.00

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

<i>Project Number: 2020046</i>			<i>Engineer's Estimate</i>		LIBERTY CONCRETE (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
57	TRENCH SAFETY SYSTEM	1 LS	3,000.00	3,000.00	1,211.00	\$1,211.00
58	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	422 LF	60.00	25,320.00	96.00	\$40,512.00
59	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	16 EA	800.00	12,800.00	486.00	\$7,776.00
60	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	4 EA	800.00	3,200.00	778.00	\$3,112.00
61	PLUGGING EXISTING PIPE	1 EA	600.00	600.00	504.00	\$504.00
62	CLEANING EXISTING SANITARY SEWERS	18 EA	1,000.00	18,000.00	523.00	\$9,414.00
63	ESC LEAD	1 LS	2,500.00	2,500.00	4,631.00	\$4,631.00
64	INLET PROTECTION	18 EA	110.00	1,980.00	279.00	\$5,022.00
65	TOPSOIL TYPE A, 2 INCH THICK	2232 SY	12.00	26,784.00	24.50	\$54,684.00
66	HYDROSEEDING	345 SY	2.00	690.00	18.50	\$6,382.50
67	SOD INSTALLATION	1891 SY	18.00	34,038.00	36.00	\$68,076.00
68	2 IN. PVC IRRIGATION SLEEVE	189 LF	8.00	1,512.00	18.50	\$3,496.50
69	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	25,000.00	25,000.00	38,267.00	\$38,267.00
70	CEMENT CONCRETE CURB	7002 LF	65.00	455,130.00	45.50	\$318,591.00
71	CEMENT CONCRETE CURB AND GUTTER	394 LF	65.00	25,610.00	47.00	\$18,518.00
72	CEMENT CONCRETE DRIVEWAY	546 SY	75.00	40,950.00	90.00	\$49,140.00
73	CEMENT CONCRETE DRIVEWAY TRANSITION	186 SY	75.00	13,950.00	90.00	\$16,740.00
74	CHANNELIZING DEVICES - TYPE 4	48 EA	400.00	19,200.00	407.00	\$19,536.00
75	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	6,000.00	6,000.00	9,533.00	\$9,533.00
76	REFERENCE AND REESTABLISH SURVEY MONUMENT	22 EA	1,100.00	24,200.00	407.00	\$8,954.00
77	MONUMENT FRAME AND COVER	1 EA	700.00	700.00	963.00	\$963.00
78	CEMENT CONCRETE SIDEWALK	5736 SY	55.00	315,480.00	73.00	\$418,728.00
79	RAMP DETECTABLE WARNING	892 SF	34.00	30,328.00	33.50	\$29,882.00
80	RAMP DETECTABLE WARNING RETROFIT	160 SF	34.00	5,440.00	83.00	\$13,280.00
81	RECTANGULAR RAPID FLASHING BEACON SYSTEM, CRESTLINE	1 LS	38,000.00	38,000.00	36,824.00	\$36,824.00
82	RECTANGULAR RAPID FLASHING BEACON SYSTEM, ALTAMONT	1 LS	30,000.00	30,000.00	38,452.00	\$38,452.00
83	RECTANGULAR RAPID FLASHING BEACON SYSTEM, 29TH - EAST OF SE BLVD	1 LS	33,000.00	33,000.00	35,510.00	\$35,510.00

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

<i>Project Number: 2020046</i>			<i>Engineer's Estimate</i>		INLAND INFRASTRUCTURE LLC (Submitted)		CR CONCRETE (Submitted)		WM WINKLER COMPANY (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
84	RECTANGULAR RAPID FLASHING BEACON SYSTEM, S MANITO AT 29TH	1 LS	23,000.00	23,000.00	24,000.00	\$24,000.00	30,000.00	\$30,000.00	25,987.00	\$25,987.00
85	RECTANGULAR RAPID FLASHING BEACON SYSTEM, ALBERTA	1 LS	45,000.00	45,000.00	52,000.00	\$52,000.00	66,000.00	\$66,000.00	57,515.00	\$57,515.00
86	TWENTY WHEN FLASHING, PERRY ST.	1 LS	43,000.00	43,000.00	30,000.00	\$30,000.00	37,250.00	\$37,250.00	32,381.00	\$32,381.00
87	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DIST. 1	1 LS	20,300.00	20,300.00	26,000.00	\$26,000.00	32,000.00	\$32,000.00	28,487.44	\$28,487.44
88	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DIST. 2	1 LS	38,200.00	38,200.00	48,000.00	\$48,000.00	55,000.00	\$55,000.00	51,277.40	\$51,277.40
89	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DIST. 3	1 LS	56,300.00	56,300.00	68,000.00	\$68,000.00	82,000.00	\$82,000.00	74,067.35	\$74,067.35
90	REMOVAL OF EXISTING PAVEMENT MARKINGS	4080 SF	10.00	40,800.00	3.00	\$12,240.00	2.85	\$11,628.00	3.25	\$13,260.00
91	REMOVAL OF EXISTING WORD AND SYMBOL MARKINGS	6 EA	200.00	1,200.00	170.00	\$1,020.00	150.00	\$900.00	170.92	\$1,025.52
92	PAVEMENT MARKING - DURABLE HEAT APPLIED	7708 SF	15.00	115,620.00	13.00	\$100,204.00	11.50	\$88,642.00	12.93	\$99,664.44
93	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	14 EA	400.00	5,600.00	245.00	\$3,430.00	220.00	\$3,080.00	244.99	\$3,429.86
94	TEMPORARY PAVEMENT MARKING - FREYA ST.	1 LS	500.00	500.00	1,600.00	\$1,600.00	2,500.00	\$2,500.00	1,026.00	\$1,026.00
95	TEMPORARY PAVEMENT MARKING - GOVERNMENT WAY	1 LS	2,000.00	2,000.00	1,600.00	\$1,600.00	3,500.00	\$3,500.00	1,026.00	\$1,026.00
96	TEMPORARY PAVEMENT MARKING - STRONG RD.	1 LS	2,000.00	2,000.00	1,600.00	\$1,600.00	2,250.00	\$2,250.00	1,026.00	\$1,026.00
97	REINFORCED DOWELED CURB	1213 LF	35.00	42,455.00	25.00	\$30,325.00	30.00	\$36,390.00	31.23	\$37,881.99
98	TRAFFIC ISLAND CONCRETE	483 SY	90.00	43,470.00	60.00	\$28,980.00	90.00	\$43,470.00	54.80	\$26,468.40
99	DIRECTIONAL BORING	100 LF	90.00	9,000.00	100.00	\$10,000.00	100.00	\$10,000.00	107.29	\$10,729.00
Bid Total			\$2,956,046.00		\$2,972,000.00		\$3,012,850.00		\$3,022,085.93	

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

<i>Project Number: 2020046</i>			<i>Engineer's Estimate</i>		LIBERTY CONCRETE (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
84	RECTANGULAR RAPID FLASHING BEACON SYSTEM, S MANITO AT 29TH	1 LS	23,000.00	23,000.00	26,745.00	\$26,745.00
85	RECTANGULAR RAPID FLASHING BEACON SYSTEM, ALBERTA	1 LS	45,000.00	45,000.00	59,192.00	\$59,192.00
86	TWENTY WHEN FLASHING, PERRY ST.	1 LS	43,000.00	43,000.00	31,000.00	\$31,000.00
87	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DIST. 1	1 LS	20,300.00	20,300.00	29,064.00	\$29,064.00
88	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DIST. 2	1 LS	38,200.00	38,200.00	52,315.00	\$52,315.00
89	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS - DIST. 3	1 LS	56,300.00	56,300.00	75,566.00	\$75,566.00
90	REMOVAL OF EXISTING PAVEMENT MARKINGS	4080 SF	10.00	40,800.00	3.30	\$13,464.00
91	REMOVAL OF EXISTING WORD AND SYMBOL MARKINGS	6 EA	200.00	1,200.00	174.00	\$1,044.00
92	PAVEMENT MARKING - DURABLE HEAT APPLIED	7708 SF	15.00	115,620.00	13.00	\$100,204.00
93	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	14 EA	400.00	5,600.00	250.00	\$3,500.00
94	TEMPORARY PAVEMENT MARKING - FREYA ST.	1 LS	500.00	500.00	262.00	\$262.00
95	TEMPORARY PAVEMENT MARKING - GOVERNMENT WAY	1 LS	2,000.00	2,000.00	1,046.00	\$1,046.00
96	TEMPORARY PAVEMENT MARKING - STRONG RD.	1 LS	2,000.00	2,000.00	407.00	\$407.00
97	REINFORCED DOWELED CURB	1213 LF	35.00	42,455.00	20.00	\$24,260.00
98	TRAFFIC ISLAND CONCRETE	483 SY	90.00	43,470.00	64.00	\$30,912.00
99	DIRECTIONAL BORING	100 LF	90.00	9,000.00	110.00	\$11,000.00
Bid Total			\$2,956,046.00		\$3,292,007.00	

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

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	2,956,046.00	0.00	0.00	0.00	2,956,046.00
INLAND INFRASTRUCTURE LLC (Submitted)	2,972,000.00	0.00	0.00	0.00	2,972,000.00
CR CONCRETE (Submitted)	3,012,850.00	0.00	0.00	0.00	3,012,850.00
WM WINKLER COMPANY (Submitted)	3,022,085.93	0.00	0.00	0.00	3,022,085.93
LIBERTY CONCRETE (Submitted)	3,292,007.00	0.00	0.00	0.00	3,292,007.00

Low Bid Contractor: INLAND INFRASTRUCTURE LLC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	2,972,000.00	2,956,046.00	0.54 % Over Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	2,972,000.00	2,956,046.00	0.54 % Over Estimate



Agenda Sheet for City Council:

Committee: PIES **Date:** 03/18/2024

Committee Agenda type: Consent

Date Rec'd 3/5/2024

Clerk's File # OPR 2024-0245

Renews #

Cross Ref #

Council Meeting Date: 04/08/2024

Submitting Dept	ENGINEERING SERVICES	Project #	2023042
------------------------	----------------------	------------------	---------

Contact Name/Phone	DAN BULLER 625-6700	Bid #	
---------------------------	---------------------	--------------	--

Contact E-Mail	DBULLER@SPOKANECITY.ORG	Requisition #	CR 26188
-----------------------	-------------------------	----------------------	----------

Agenda Item Type	Engineer Construction Contract		
-------------------------	--------------------------------	--	--

Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

Agenda Item Name	0370 – LOW BID AWARD – 2024 STREET MNT. CURB RAMPS 2023042 –		
-------------------------	--	--	--

Agenda Wording

Low Bid of Cameron Reilly, LLC of (Spokane Valley, WA) for 2024 Street Maintenance Curb Ramps - \$908,687.00. An administrative reserve of \$90,868.70, which is 10% of the contract price, will be set aside. (Various Neighborhood Councils)

Summary (Background)

On March 25, 2024, bids were opened for the above project. The low bid was from Cameron Reilly, LLC, in the amount of \$908,687.00, which is \$107,329.00 or 10.56% below the Engineer's Estimate of \$1,016,016.00. Two other bids were received as follows: Bacon Concrete - \$967,885.00, and WM Winkler - \$999,992.00.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 999,555.70
------------	---------------

Current Year Cost	\$
-------------------	----

Subsequent Year(s) Cost	\$
-------------------------	----

Narrative

Amount

Budget Account

Expense	\$ 999,555.70	# 3200 49828 42300 54201 86141
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

BULLER, DAN

Division Director

FEIST, MARLENE

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

mike@cameron-reilly.com (Mike Cameron) signee

ddaniels@spokanecity.org

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

kgoodman@spokanecity.org

jgraff@spokanecity.org

pyoung@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	3-18-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	2024 Street Maintenance Curb Ramps
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> • Every year the city street dept grinds and overlays various streets through the city. • These projects generate the need for curb ramp installation or replacements in order to comply with ADA. • The street dept does not have the manpower or expertise to construct concrete curb ramps complying with ADA. • This project constructs curb ramps for street dept. grind and overlay projects on city arterials. • Because the ramps are spread out throughout town, no exhibit is attached. • This project is paid with local funds.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1M</u></p> <p style="padding-left: 20px;">Current year cost: \$3M</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$0</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Funding comes from multiple sources</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is 	

both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their city utility bills.

- 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?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- 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 is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



City of Spokane
PUBLIC WORKS CONTRACT
Title: **2024 STREET MAINTENANCE
CURB RAMPS**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **CAMERON-REILLY, LLC**, whose address is 309 North Park Road, Spokane Valley, Washington 99212 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **2024 STREET MAINTENANCE CURB RAMPS.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2023, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits including the Certificate of Liability Insurance attached hereto, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2023042 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed \$908,687.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 will include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. 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. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the

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

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

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

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. **Subcontracting Requirements.** The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.
2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

18. **EXECUTIVE ORDER 11246.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CAMERON-REILLY, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
- Performance Bond
- Certification Regarding Debarment
- Schedule A-1

24-048

PAYMENT BOND

We, **CAMERON-REILLY, LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **NINE HUNDRED EIGHT THOUSAND SIX HUNDRED EIGHTY-SEVEN AND NO/100 DOLLARS (\$908,687.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **2024 STREET MAINTENANCE CURB RAMPS**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

CAMERON-REILLY, LLC,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **CAMERON-REILLY, LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **NINE HUNDRED EIGHT THOUSAND SIX HUNDRED EIGHTY-SEVEN AND NO/100 DOLLARS (\$908,687.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **2024 STREET MAINTENANCE CURB RAMPS**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

CAMERON-REILLY, LLC,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

SCHEDULE A-1
Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATE D QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 4,500.00	\$ 4,500.00
2	APPRENTICE UTILIZATION	1.00 LS	\$ 1,350.00	\$ 1,350.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
4	SPCC PLAN	1.00 LS	\$ 500.00	\$ 500.00
5	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 5,900.00	\$ 5,900.00
6	MOBILIZATION	1.00 LS	\$ 89,540.00	\$ 89,540.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 73,000.00	\$ 73,000.00
8	WORK ZONE SAFETY CONTINGENCY	5,000.00 FA	\$ 1.00	\$ 5,000.00
9	SEQUENTIAL ARROW SIGNS	300.00 HR	\$ 4.00	\$ 1,200.00
10	CLEARING AND GRUBBING	1.00 LS	\$ 10,000.00	\$ 10,000.00
11	TREE ROOT TREATMENT	7.00 EA	\$ 750.00	\$ 5,250.00
12	TREE PROTECTION ZONE	6.00 EA	\$ 350.00	\$ 2,100.00

13	TREE PRUNING	10.00 EA	\$	450.00	\$	4,500.00
14	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	8,700.00	\$	8,700.00
15	REMOVE EXISTING CURB	2,358.00 LF	\$	10.00	\$	23,580.00
16	REMOVE EXISTING CURB AND GUTTER	262.00 LF	\$	18.00	\$	4,716.00
17	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1,740.00 SY	\$	36.00	\$	62,640.00
18	REMOVE CURB/GRATE INLET	2.00 EA	\$	940.00	\$	1,880.00
19	SAWCUTTING CURB	198.00 EA	\$	33.00	\$	6,534.00
20	SAWCUTTING RIGID PAVEMENT	3,270.00 LFI	\$	1.50	\$	4,905.00
21	SAWCUTTING FLEXIBLE PAVEMENT	3,480.00 LFI	\$	1.00	\$	3,480.00
22	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	5,220.00 LFI	\$	1.45	\$	7,569.00
23	REMOVE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	65.00	\$	650.00
24	REPLACE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	75.00	\$	750.00
25	CONTROLLED DENSITY FILL	10.00 CY	\$	150.00	\$	1,500.00
26	CSTC FOR SIDEWALK AND DRIVEWAYS	96.00 CY	\$	200.00	\$	19,200.00
27	COMMERCIAL HMA	15.00 TON	\$	270.00	\$	4,050.00

28	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	10.00 SY	\$	345.00	\$	3,450.00
29	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 6 INCH THICK	870.00 SY	\$	65.00	\$	56,550.00
30	PAVEMENT REPAIR EXCAVATION INCL. HAUL	870.00 SY	\$	25.00	\$	21,750.00
31	COMMERCIAL CONCRETE	10.00 CY	\$	200.00	\$	2,000.00
32	CEMENT CONCRETE CURB WALL	10.00 LF	\$	100.00	\$	1,000.00
33	GRATE INLET TYPE 3	2.00 EA	\$	2,000.00	\$	4,000.00
34	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	6.00 EA	\$	2,000.00	\$	12,000.00
35	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	9.00 EA	\$	2,000.00	\$	18,000.00
36	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI- DIRECTIONAL VANED GRATE	2.00 EA	\$	2,000.00	\$	4,000.00
37	CLEANING EXISTING DRAINAGE STRUCTURE	10.00 EA	\$	750.00	\$	7,500.00
38	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	10.00 LF	\$	250.00	\$	2,500.00
39	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	2.00 EA	\$	475.00	\$	950.00
40	ESC LEAD	1.00 LS	\$	650.00	\$	650.00
41	INLET PROTECTION	36.00 EA	\$	165.00	\$	5,940.00
42	TOPSOIL TYPE A, 2 INCH THICK	540.00 SY	\$	11.00	\$	5,940.00

43	HYDROSEEDING	74.00 SY	\$	8.00	\$	592.00
44	SOD INSTALLATION	480.00 SY	\$	20.00	\$	9,600.00
45	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	23,500.00	\$	23,500.00
46	CEMENT CONCRETE CURB	880.00 LF	\$	35.00	\$	30,800.00
47	CEMENT CONCRETE CURB AND GUTTER	1,830.00 LF	\$	49.00	\$	89,670.00
48	MODIFY FENCING, MAPLE ST. ONRAMP	1.00 LS	\$	2,000.00	\$	2,000.00
49	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	8,000.00	\$	8,000.00
50	REFERENCE AND REESTABLISH SURVEY MONUMENT	17.00 EA	\$	650.00	\$	11,050.00
51	CEMENT CONCRETE SIDEWALK	1,914.00 SY	\$	85.00	\$	162,690.00
52	RAMP DETECTABLE WARNING	792.00 SF	\$	30.00	\$	23,760.00
53	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	47,800.00	\$	47,800.00
Schedule A-1 Subtotal					\$	<u>908,687.00</u>
Summary of Bid Items					Bid Total	\$ <u>908,687.00</u>

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

Project Number 2023042

Project Description ADA Curb Ramps for 2024 Street Maintenance **Original Date**

3/25/2024 2:03:00 PM

Project Number: 2023042			Engineer's Estimate		CAMERON REILLY (Submitted)		BACON CONCRETE INC (Submitted)		WM WINKLER COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01		Sales tax shall be included in unit prices								
1	ADA FEATURES SURVEYING	1 LS	14,633.00	14,633.00	4,500.00	\$4,500.00	9,900.00	\$9,900.00	7,000.00	\$7,000.00
2	APPRENTICE UTILIZATION	1 LS	1,000.00	1,000.00	1,350.00	\$1,350.00	5,000.00	\$5,000.00	6,454.85	\$6,454.85
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
4	SPCC PLAN	1 LS	2,000.00	2,000.00	500.00	\$500.00	1,500.00	\$1,500.00	615.00	\$615.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	15,000.00	15,000.00	5,900.00	\$5,900.00	13,500.00	\$13,500.00	13,600.00	\$13,600.00
6	MOBILIZATION	1 LS	92,000.00	92,000.00	89,540.00	\$89,540.00	90,000.00	\$90,000.00	59,154.00	\$59,154.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	100,000.00	100,000.00	73,000.00	\$73,000.00	95,000.00	\$95,000.00	72,255.45	\$72,255.45
8	WORK ZONE SAFETY CONTINGENCY	5000 FA	1.00	5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
9	SEQUENTIAL ARROW SIGNS	300 HR	8.00	2,400.00	4.00	\$1,200.00	9.00	\$2,700.00	7.00	\$2,100.00
10	CLEARING AND GRUBBING	1 LS	30,000.00	30,000.00	10,000.00	\$10,000.00	16,000.00	\$16,000.00	10,900.00	\$10,900.00
11	TREE ROOT TREATMENT	7 EA	600.00	4,200.00	750.00	\$5,250.00	850.00	\$5,950.00	810.00	\$5,670.00
12	TREE PROTECTION ZONE	6 EA	400.00	2,400.00	350.00	\$2,100.00	500.00	\$3,000.00	378.00	\$2,268.00
13	TREE PRUNING	10 EA	400.00	4,000.00	450.00	\$4,500.00	500.00	\$5,000.00	486.00	\$4,860.00
14	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	20,000.00	20,000.00	8,700.00	\$8,700.00	15,000.00	\$15,000.00	1,000.00	\$1,000.00
15	REMOVE EXISTING CURB	2358 LF	15.00	35,370.00	10.00	\$23,580.00	15.00	\$35,370.00	11.60	\$27,352.80
16	REMOVE EXISTING CURB AND GUTTER	262 LF	15.00	3,930.00	18.00	\$4,716.00	20.00	\$5,240.00	14.25	\$3,733.50
17	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1740 SY	30.00	52,200.00	36.00	\$62,640.00	20.00	\$34,800.00	15.80	\$27,492.00
18	REMOVE CURB/GRATE INLET	2 EA	500.00	1,000.00	940.00	\$1,880.00	1,000.00	\$2,000.00	1,175.00	\$2,350.00
19	SAWCUTTING CURB	198 EA	45.00	8,910.00	33.00	\$6,534.00	40.00	\$7,920.00	45.00	\$8,910.00
20	SAWCUTTING RIGID PAVEMENT	3270 LFI	2.00	6,540.00	1.50	\$4,905.00	2.00	\$6,540.00	1.20	\$3,924.00
21	SAWCUTTING FLEXIBLE PAVEMENT	3480 LFI	1.00	3,480.00	1.00	\$3,480.00	2.00	\$6,960.00	0.40	\$1,392.00
22	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	5220 LFI	2.00	10,440.00	1.45	\$7,569.00	2.50	\$13,050.00	0.40	\$2,088.00
23	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	25.00	250.00	65.00	\$650.00	20.00	\$200.00	175.00	\$1,750.00
24	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	50.00	500.00	75.00	\$750.00	20.00	\$200.00	225.00	\$2,250.00
25	CONTROLLED DENSITY FILL	10 CY	200.00	2,000.00	150.00	\$1,500.00	150.00	\$1,500.00	313.00	\$3,130.00
26	CSTC FOR SIDEWALK AND DRIVEWAYS	96 CY	350.00	33,600.00	200.00	\$19,200.00	200.00	\$19,200.00	172.00	\$16,512.00
27	COMMERCIAL HMA	15 TON	350.00	5,250.00	270.00	\$4,050.00	350.00	\$5,250.00	302.00	\$4,530.00
28	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	10 SY	65.00	650.00	345.00	\$3,450.00	250.00	\$2,500.00	136.00	\$1,360.00

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

<i>Project Number: 2023042</i>			<i>Engineer's Estimate</i>		CAMERON REILLY (Submitted)		BACON CONCRETE INC (Submitted)		WM WINKLER COMPANY (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
29	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 6 INCH THICK	870 SY	80.00	69,600.00	65.00	\$56,550.00	97.00	\$84,390.00	96.75	\$84,172.50
30	PAVEMENT REPAIR EXCAVATION INCL. HAUL	870 SY	40.00	34,800.00	25.00	\$21,750.00	48.00	\$41,760.00	55.00	\$47,850.00
31	COMMERCIAL CONCRETE	10 CY	200.00	2,000.00	200.00	\$2,000.00	165.00	\$1,650.00	380.00	\$3,800.00
32	CEMENT CONCRETE CURB WALL	10 LF	120.00	1,200.00	100.00	\$1,000.00	100.00	\$1,000.00	121.50	\$1,215.00
33	GRATE INLET TYPE 3	2 EA	1,500.00	3,000.00	2,000.00	\$4,000.00	2,400.00	\$4,800.00	2,250.00	\$4,500.00
34	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	6 EA	900.00	5,400.00	2,000.00	\$12,000.00	1,100.00	\$6,600.00	1,000.00	\$6,000.00
35	RETROFIT SURFACE INLET CB WITH FRAME & BI- DIRECTIONAL VANED GRATE	9 EA	900.00	8,100.00	2,000.00	\$18,000.00	1,000.00	\$9,000.00	1,000.00	\$9,000.00
36	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI- DIRECTIONAL VANED GRATE	2 EA	900.00	1,800.00	2,000.00	\$4,000.00	1,500.00	\$3,000.00	1,250.00	\$2,500.00
37	CLEANING EXISTING DRAINAGE STRUCTURE	10 EA	800.00	8,000.00	750.00	\$7,500.00	1,050.00	\$10,500.00	525.00	\$5,250.00
38	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	10 LF	75.00	750.00	250.00	\$2,500.00	150.00	\$1,500.00	256.00	\$2,560.00
39	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	800.00	1,600.00	475.00	\$950.00	900.00	\$1,800.00	1,400.00	\$2,800.00
40	ESC LEAD	1 LS	2,500.00	2,500.00	650.00	\$650.00	2,500.00	\$2,500.00	1,858.00	\$1,858.00
41	INLET PROTECTION	36 EA	120.00	4,320.00	165.00	\$5,940.00	100.00	\$3,600.00	87.00	\$3,132.00
42	TOPSOIL TYPE A, 2 INCH THICK	540 SY	12.00	6,480.00	11.00	\$5,940.00	12.00	\$6,480.00	7.00	\$3,780.00
43	HYDROSEEDING	74 SY	2.00	148.00	8.00	\$592.00	15.00	\$1,110.00	8.75	\$647.50
44	SOD INSTALLATION	480 SY	20.00	9,600.00	20.00	\$9,600.00	25.00	\$12,000.00	26.00	\$12,480.00
45	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	35,000.00	35,000.00	23,500.00	\$23,500.00	14,000.00	\$14,000.00	23,772.00	\$23,772.00
46	CEMENT CONCRETE CURB	880 LF	47.00	41,360.00	35.00	\$30,800.00	38.00	\$33,440.00	55.00	\$48,400.00
47	CEMENT CONCRETE CURB AND GUTTER	1830 LF	47.00	86,010.00	49.00	\$89,670.00	46.00	\$84,180.00	70.00	\$128,100.00
48	MODIFY FENCING, MAPLE ST. ONRAMP	1 LS	5,000.00	5,000.00	2,000.00	\$2,000.00	3,800.00	\$3,800.00	3,500.00	\$3,500.00
49	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	10,000.00	10,000.00	8,000.00	\$8,000.00	6,500.00	\$6,500.00	7,000.00	\$7,000.00
50	REFERENCE AND REESTABLISH SURVEY MONUMENT	17 EA	1,100.00	18,700.00	650.00	\$11,050.00	600.00	\$10,200.00	800.00	\$13,600.00
51	CEMENT CONCRETE SIDEWALK	1914 SY	75.00	143,550.00	85.00	\$162,690.00	81.00	\$155,034.00	119.60	\$228,914.40
52	RAMP DETECTABLE WARNING	792 SF	32.00	25,344.00	30.00	\$23,760.00	30.00	\$23,760.00	24.00	\$19,008.00
53	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	35,000.00	35,000.00	47,800.00	\$47,800.00	37,000.00	\$37,000.00	38,500.00	\$38,500.00

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

Project Number: 2023042			Engineer's Estimate		CAMERON REILLY (Submitted)		BACON CONCRETE INC (Submitted)		WM WINKLER COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Bid Total				\$1,016,016.00		\$908,687.00		\$967,885.00		\$999,992.00

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

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	1,016,016.00	0.00	0.00	0.00	1,016,016.00
CAMERON REILLY (Submitted)	908,687.00	0.00	0.00	0.00	908,687.00
BACON CONCRETE INC (Submitted)	967,885.00	0.00	0.00	0.00	967,885.00
WM WINKLER COMPANY (Submitted)	999,992.00	0.00	0.00	0.00	999,992.00

Low Bid Contractor: CAMERON REILLY

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	908,687.00	1,016,016.00	10.56 % Under Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	908,687.00	1,016,016.00	10.56 % Under Estimate



Agenda Sheet for City Council:

Committee: PIES **Date:** 03/18/2024

Committee Agenda type: Consent

Date Rec'd 3/6/2024

Clerk's File # OPR 2024-0246

Renews #

Cross Ref # RES 2023-0016

Council Meeting Date: 04/08/2024

Submitting Dept ENGINEERING SERVICES

Project # 2023102

Contact Name/Phone DAN BULLER 625-6391

Bid #

Contact E-Mail DBULLER@SPOKANECITY.ORG

Requisition # CR 26179

Agenda Item Type Engineer Construction Contract

Council Sponsor(s) BWILKERSON JBINGLE KKLITZKE

Agenda Item Name 0370 – HOWARD STREET RESTRIPING (2023102) CONTRACT – CAMERON

Agenda Wording

Contract with Cameron Reilly, LLC (Spokane Valley, WA) for Howard Street Signing, Restriping, and Traffic Islands - \$48,337.00. An administrative reserve of \$4,833.70, which is 10% of the contract, will be set aside. (Riverside Neighborhood Council

Summary (Background)

In 2023, City Council authorized funding for the design and construction of street improvements on Howard Street north of Riverfront Park. Improvements will include additional metered parking , improved bike lanes and pedestrian crossings, and provide space for outdoor seating or other programming. The lowest bidder was chosen through the small works roster solicitation process.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 53,170.70

Current Year Cost \$ 53,170.70

Subsequent Year(s) Cost \$ 0

Narrative

Resolution 2023-0016 authorized \$150,000 from the Traffic Calming Fund to complete this work.

Amount

Budget Account

Expense \$ 53,170.70 # 1380 24101 42300 54201 87006

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	3-18-24
Submitting Department	Integrated Capital Management
Contact Name	Inga Note
Contact Email & Phone	inote@spokanecity.org , 625-6331
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Howard & Mallon Signing, Restriping & Traffic Islands
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>City Council authorized funding with resolution 2023-0016 to fund the design and construction of a street improvement on Howard north of Riverfront Park. The permanent improvement will:</p> <ul style="list-style-type: none"> • Add metered parking on Howard so cars don't park in the bike lane • Narrow the travel lanes to slow traffic • Add a pedestrian refuge island at the park crosswalk • Widen the bike lane buffer • Provide a space for outdoor seating or other programming in the parking stalls during the summer. <p>Other programming elements such as asphalt art and planters are being handled through the Planning Department.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$50,000</u></p> <p> Current year cost:</p> <p> Subsequent year(s) cost: \$0</p> <p>Narrative: <u>Resolution 2023-0016 authorized \$150,000 from the Traffic Calming Fund to complete this work.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. 	

- 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?
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- 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 is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.





City of Spokane

PUBLIC WORKS AGREEMENT

Title: **HOWARD STREET RESTRIPING**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **CAMERON REILLY, LLC.**, whose address is 309 North Park Road, Spokane Valley, Washington 99212 as (“Contractor”) individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the purpose of this Contract is to provide Signing, Restriping, and Traffic Islands of Howard Street and Mallon Avenue; and

WHEREAS, the Contractor was selected from Invitation to Bid 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.

This Contract shall begin upon the signature of both parties, unless amended by written agreement or terminated earlier under the provisions. The work for this project must be completed within 10 working days from the date of the Notice of Proceed.

2. SCOPE OF WORK.

The Contractor’s General Scope of Work for this Contract is described in the Contractor’s Response to Invitation to Bid, 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 **FORTY-EIGHT THOUSAND THREE HUNDRED THIRTY-SEVEN AND 00/100 DOLLARS (\$48,337.00)**, 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 Engineering Services Department,

808 West Spokane Falls Boulevard, 2nd Floor, Spokane, Washington 99201. All invoices should include the City Clerk's File No. "OPR 2024-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 Engineering Services Department, 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. LIQUIDATED DAMAGES.

If work under this Contract is not completed within the time specified or within any agreed upon extension of time, the Contractor shall pay to the City as liquidated damages **ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)** for each and every working day work is not completed. It

is agreed that this sum is a reasonable forecast of actual damages for failure to complete work within the specified time.

10. TAXES, FEES AND LICENSES.

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

11. CITY OF SPOKANE BUSINESS LICENSE.

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

12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

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 (see Exhibit A).

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.

CAMERON REILLY, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Debarment Certification
- Exhibit B – Certification of Compliance with Wage Payment Statutes
- Exhibit C – Contractor’ Response to Invitation to Bid and Bid Schedule

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



City of Spokane Invitation To Bid

Project Title: Howard St. Restriping

SECTION I. BID PREPARATION AND EVALUATION

1. A pre-bid conference will be held on n/a at n/a. The location will be n/a.
2. **BID PREPARATION.** Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's firm. If errors are made, the corrections shall be initialed by the person signing the Bid.
3. **SUBMISSION OF BIDS.** Submit one (1) copy of the Bid by 1 pm on Tue. 3/19/24 to Dan Buller at dbuller@spokanecity.org, Spokane, WA.
4. **CONTRACTOR'S REPRESENTATION.** The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.
5. **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.
6. **AWARD OF CONTRACT.** Award of contract, when made by the City, will be to the low responsive-responsible Contractor. Unsuccessful firms will not automatically be notified of results.
7. **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.
8. **REJECTION OF BIDS.** The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.
9. **REGISTERED CONTRACTOR.** The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.
10. **PUBLIC WORK REQUIREMENTS.** The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond form a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.
11. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES.** Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.
12. **BUSINESS REGISTRATION REQUIREMENT.** Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.



City of Spokane Invitation To Bid

SECTION II. 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.
2. **PROJECT CONTACT.** The Project contact for the City of Spokane is:
Name: Gerald Okihara (technical); Dan Buller (procedural/bidding)
Department: Gerald - Street Dept.; Dan - Engineering Services
Phone: Gerald - 509-232-8842; Dan - 509-625-6391
Email: Gerald - gokihara@spokanecity.org; Dan - dbuller@spokanecity.org
3. **COMPLETION TIME.** All Work under the contract shall be started after the date of Notice To Proceed (NTP). Work once started shall be completed by 10 working days.
4. **LIQUIDATED DAMAGES.** If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of 1000 for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date.
5. **INTENT OF SPECIFICATIONS.** The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.
6. **WASHINGTON STATE RETAIL SALES TAX.**
 - A. **GENERAL CONSTRUCTION.** Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.
 - B. **PUBLIC STREET IMPROVEMENTS.** If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.
7. **PERMITS.** The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.
8. **GUARANTY.** The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City.
9. **SUBCONTRACTORS.** The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.
10. **INSURANCE.** During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):
 - a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
 - b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract;



City of Spokane Invitation To Bid

- c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and
- d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

11. **PERFORMANCE BOND.** The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570.

On contracts of \$150,000 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010.

12. **PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.**

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).
- B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is 3/19/24.

- C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.
13. **RETAINAGE.** Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met:
 - a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L & I).
 - b. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security.
 - c. No claims, as provided by law, have been filed against the Retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.



City of Spokane Invitation To Bid

SECTION III. TECHNICAL REQUIREMENTS

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described Work.
2. ATTACHMENTS. The following file(s) has been added as an attachment to help explain the scope of work.
See "Scope of Work" below.
3. SCOPE OF WORK.

The work is described in the attached drawings.

The specifications for the project are WSDOT Standard Specifications 2023 (available here: <https://www.wsdot.wa.gov/publications/manuals/fulltext/M41-10/SS.pdf>) and the City of Spokane GSPs, the latter of which are specific to this project and are attached.



City of Spokane Invitation To Bid

BID

TO: CITY OF SPOKANE, WASHINGTON
PROJECT NAME: Howard St. Restriping

BIDDER'S DECLARATION. The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

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

BASE BID: § Use attached bid schedule
SALES TAX (9 %) § Use attached bid schedule
TOTAL BASE BID PRICE: § Use attached bid schedule
TRENCH SAFETY SYSTEM,
if excavation greater
than four feet (4') deep: § n/a

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No.	<u>CAMERRL942NU</u>
U.B.I. Number	<u>602 633 401</u>
Washington Employment Security Department Number	<u>343657.006</u>
Washington Excise Tax Registration Number	<u>602 633 401</u>
City of Spokane Business Registration Number	<u>T11049806BUS</u>

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

ADDENDA. The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond. (YES) (NO)

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME: Cameron Reilly LLC

SIGNATURE:

TITLE: President PHONE: 509-466-5555

ADDRESS: 309 N Park Rd, Spokane Valley, WA, 99212

Howard St. Restriping Bid Schedule

Bid Item	Qty	Unit	Unit Cost	Total
Mobilization	1	LS	7200.00	7,200.00
Project Temporary Traffic Control	1	LS	7966.00	7,966.00
Work Zone Safety Contingency		FA	\$1,000	\$1,000
Adjust Existing Valve Box, Mon or CO in Asphalt	1	EA	300.00	300.00
ESC Lead	1	LS	500.00	500.00
Inlet Protection	8	EA	130.00	1,040.00
Cement Conc. Sidewalk	7	SY	160.00	1,120.00
CSTC for Sidewalk & Driveways	1	CY	990.00	990.00
Ramp Detectable Warning	40	SF	33.00	1,320.00
Roadway Excavation Incl. Haul	2	CY	495.00	990.00
Sawcutting Flexible Pavement	192	LFI	2.00	384.00
Signing, Permanent – City Manufactured Signs	1	LS	7500.00	7,500.00
Removal of Existing Pavement Markings	1010	SF	3.00	3,030.00
Pavement Marking – Durable Heat Applied	318	SF	15.00	4,770.00
Pavement Marking – Paint	1532	SF	1.25	1,915.00
Word and Symbol Markings – Durable Heat Applied	2	EA	200.00	400.00
Permanent Dot Lane Marker 4 x 6	172	EA	7.50	1,290.00
Permanent Dot Lane Marker 6 x 6	69	EA	10.00	690.00
Temporary Pavement Markings	1	LS	250.00	250.00
Reinforced Doweled Cub	78	LF	44.00	3,432.00
Traffic Island Concrete	15	SY	150.00	2,250.00
Total				48,337.00

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/18/2024**Committee Agenda type:** Consent**Date Rec'd**

3/7/2024

Clerk's File #

OPR 2024-0247

Renews #**Cross Ref #****Council Meeting Date:** 04/08/2024**Submitting Dept**

ENGINEERING SERVICES

Project #

2022069

Contact Name/Phone

DAN BULLER 625-6391

Bid #**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

0370 – PACIFIC AVENUE GREENWAY DESIGN (2022069) - DOWL

Agenda Wording

Contract with DOWL, Inc. for the design of the Pacific Avenue Greenway - Total Expense \$485,587.28 plus 10% administrative reserve.

Summary (Background)

The city has received a grant for design and construction of the Pacific Avenue Greenway. Because of the high number of projects relative to staffing levels, Engineering Services desires to contract the design of this project to a consultant. Total contract amount of \$485,587.28 plus \$48,558.73 administrative reserve. DOWL was selected via RFQ process.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$ 485,587.28

Current Year Cost

\$ 400,000.00

Subsequent Year(s) Cost

\$ 85,587.28

Narrative

This project is largely grant funded.

Amount**Budget Account**

Expense

\$ 485,587.28

0

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	ADAMS, JONATHAN R.
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	MURRAY, MICHELLE
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

	ddaniels@spokanecity.org
eraea@spokanecity.org	publicworksaccounting@spokanecity.org
dbuller@spokanecity.org	mmserbousek@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	3-18-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Pacific Ave. Greenway Design Contract
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City has received a grant for design and construction of the Pacific Ave. Greenway, a project which constructs a bike corridor on existing city streets east of downtown and installs new signals at Browne/Pacific and Division/Pacific. See attached exhibit.</p> <p>Because of the high number of projects relative to staffing levels, Engineering Services seeks to hire a consultant to do this design. An RFQ has been advertised and a consultant selected.</p> <p>This is a two phase project as shown in the attached exhibit. This briefing paper pertains only to phase 1 – Howard to Sherman.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$485,587.28</u></p> <p style="padding-left: 20px;">Current year cost: \$400,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$85,587.28</p> <p>Narrative: <u>This project is largely grant funded.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. • 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?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- 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 is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Phase 1 & 2 Location Exhibit



Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): DOWL	
Address 707 W. Main Ave., Suite B1, Spokane, WA. 99201	Federal Aid Number TAPUL-1220(042)
UBI Number 601945967	Federal TIN 92-0166301
Execution Date	Completion Date 7/31/2025
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Pacific Avenue Greenway - Howard to Sherman 2022069	
Description of Work This project will include providing transportation planning services, preliminary engineering, surveying, traffic engineering and design of the Pacific Ave Greenway Project - Howard to Sherman.	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: 485,587.28	

Index of Exhibits

- Exhibit A Scope of Work
- Exhibit B DBE Participation
- Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D Prime Consultant Cost Computations
- Exhibit E Sub-consultant Cost Computations
- Exhibit F Title VI Assurances
- Exhibit G Certification Documents
- Exhibit H Liability Insurance Increase
- Exhibit I Alleged Consultant Design Error Procedures
- Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Spokane, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Mark Serbousek
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd
City: Spokane State: WA Zip: 99201
Email: mmserbousek@spokanecity.org
Phone: (509) 625-6154
Facsimile:

If to CONSULTANT:

Name: Adam Miles
Agency: DOWL
Address: 707 W. Main Ave., Suite B1
City: Spokane State: WA Zip: 99201
Email: amiles@dowl.com
Phone: (206) 946-8593
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

LA 10646

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Mark Serbousek
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd
City: Spokane State: WA Zip: 99201
Email: mmserbousek@spokanecity.org
Phone: (509) 625-6154
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTS, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A
Scope of Work

Project No. TAPUL-1220(042)

"See Attached"

**City of Spokane
Pacific Avenue Greenway
Phase 1: Design
EXHIBIT A: SCOPE OF WORK**

This project will be completed under the Professional Services Agreement between the City of Spokane (CITY) and DOWL, LLC. (CONSULTANT), for the Pacific Avenue Greenway Project.

Contents

I.	PROJECT DESCRIPTION.....	2
II.	PROJECT FEE ESTIMATE	2
III.	PROJECT SCHEDULE	2
IV.	DEFINITIONS.....	2
V.	STANDARDS / DESIGN REFERENCES.....	4
VI.	SCOPE OF SERVICES	5
1.	Project Management.....	5
2.	Topographic Survey.....	7
3.	Geotechnical Services	9
4.	10% Concept Alternatives and Estimates	12
5.	Traffic Engineering Design.....	12
6.	Stormwater Design.....	13
7.	Landscape Architecture.....	15
8.	Public Involvement.....	15
9.	Utility Coordination	16
10.	50% Design Submittal.....	17
11.	Environmental Services	20
12.	Right-of-Way Services [Contingency Task].....	21
13.	90% Design Submittal.....	23
14.	Final (100%) Design Submittal.....	24
15.	Bidding Support.....	25

**Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway**

I. PROJECT DESCRIPTION

This project includes the design of Neighborhood Greenway measures on Pacific Avenue, between S Washington Street and S Sherman Street. Project elements will include the following:

Pacific Avenue Greenway Design

- a) Construction of curb extensions, gutter, and sidewalk repair along both sides of Pacific Avenue, or other Neighborhood Greenway elements.
- b) Installation of a new storm drainage system connections, as needed to support the proposed curb extensions.
- c) Installation of detention and water quality facilities, as required based on the proposed curb extensions.
- d) Construction of ADA ramps within the project limits.
- e) Construction of two (2) traffic signals, at the Pacific Avenue/S Browne Street and Pacific Avenue S Division Street intersections to support the pedestrian and bicycle facilities along Pacific Avenue. Both signals will require WSDOT coordination and approval.
- f) Construction of decorative lighting and intersection lighting consistent with the downtown lighting plan and neighboring roadways.
- g) Construction of driveways as needed to tie in the proposed curb extensions.
- h) New signing and striping to provide continuous bicycle facilities along the corridor, connecting S Washington Street and S Sherman Street. Signing/striping modifications along S Browne Street and S Division Street will require WSDOT coordination and approval.
- i) Installation of landscaping in coordination with the University District Public Development Authority consistent with Neighborhood Greenway design.

Assumptions

- a) Structural sidewalk along Pacific Avenue is assumed to be unimpacted by design. No structural design will be required.
- b) The project design will be completed within 14 months of Notice to Proceed.
- c) The project excludes the following:
 - Street overlay/reconstruction (except as needed to install new curb and gutter).
 - Right-of-Way acquisitions (only Temporary Construction Easements are anticipated at this time).
 - Undergrounding of overhead utilities.
 - Impacts to Wetlands and associated permitting (only buffer impacts are anticipated to be required).

II. PROJECT FEE ESTIMATE

The CONSULTANT fee estimate is included as Exhibit A-1.

III. PROJECT SCHEDULE

The project schedule anticipates project NTP by **January XX, 2024**. CONSULTANT will make every effort to progress the project to maintain the CITY's stated goal of advertising the final PS&E package before February 2025. A detailed project schedule will be included with the Project Management Plan.

IV. DEFINITIONS

Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway

Project: Pacific Avenue Greenway Phase 1 Design – City of Spokane

CONSULTANT: DOWL

CITY: City of Spokane

Sub(s), Subconsultant; DKS Associates, Apex Engineering, GeoEngineers, Universal Field Services

Project Team: Consists of the CITY, CONSULTANT, and Subs

V. STANDARDS / DESIGN REFERENCES

Work described in this Scope of Work will be performed by the CONSULTANT in accordance with the standards listed below; no order of precedence shall be established by the order of listing.

City of Spokane Publications

- City of Spokane, Department of Engineering Services Design Manual
- City of Spokane, Standard Plans
- City of Spokane, Regional Pavement Cut Policy
- City of Spokane, CADD Standards

Washington State Department of Ecology Publications

- Stormwater Management Manual for Eastern Washington, current edition

Washington State Department of Transportation (WSDOT) Publications

- Standard Specifications for Road, Bridge, and Municipal Construction (M41-10), current edition
- Standard Plans for Road, Bridge, and Municipal Construction, (M21-01), current edition
- Design Manual (M22-01.14), current edition
- Roadside Manual (2017, M25-30.04), current edition
- Utilities Manual (2018, M 22-87.09), current edition
- Geotechnical Design Manual, current edition
- Amendments and General Special Provisions, current edition
- Standard Item Table, current edition
- Traffic Manual (M51-02), current edition
- Local Agency Guidelines (M36-63.34)
- Environmental Procedures Manual (M31-11), current edition

American Association of State Highway and Transportation Officials (AASHTO) Publications

- A Policy on Geometric Design of Highways and Street, current edition
- AASHTO Guide for Design of Pavement Structures, current edition
- AASHTO Guide for the Development of Bicycle Facilities, 4th Edition

U.S. Department of Transportation Publications

- Manual of Uniform Traffic Control Devices (MUTCD) for Streets and Highways, current edition

Other Publications / Design Guides

- Americans With Disabilities Act (ADA), Title III regulations (28 CFR Part 36)
- Highway Capacity Manual 2010, Transportation Research Board
- NACTO Urban Bikeway Design Guide
- 2011 Public Right-of-Way Accessibility Guidelines (PROWAG)

Drawing Standards

- All drawings will be produced and submitted in AutoCAD and PDF format with design files prepared using Civil 3D 2020.

VI. SCOPE OF SERVICES

1. Project Management

1.1 General Project Management

The CONSULTANT will provide project management and administration, management of subconsultants, liaison with the CITY, scheduling, coordination, quality assurance and quality control, contract administration, filing and recordkeeping, and preparation of monthly invoices with progress reports.

Assumptions/Exclusions:

- a) Assumes ½ hour per week by the Project Manager and 1 hour per week by the Project Controller for the duration of the project.

1.2 Project Management Plan (PMP).

The CONSULTANT will prepare a Project Management Plan, which will include the following elements:

- a) Project Team Organizational Chart / Roles and Responsibilities
- b) Stakeholder Register / Stakeholder Management Plan
- c) Scope of Work
- d) Baseline Design Schedule
- e) Design Budget
- f) Quality Management Plan
- g) Risk Register

Assumptions/Exclusions:

- a) Following CITY review of the draft Project Management Plan, the CONSULTANT will provide a final Project Management Plan via email.
- b) CONSULTANT will originate and update the Risk Register not less than bi-monthly and shall submit for CITY review together with Project Schedule updates as required Paragraph 1.3.

CITY Responsibilities:

- a) The CITY will review and comment on the Draft Project Management Plan.

Deliverables:

Draft Project Management Plan	Microsoft Word and PDF via email
Final Project Management Plan	Microsoft Word and PDF via email

1.3 Project Schedule and Updates.

The CONSULTANT will develop a project schedule in Microsoft Project format and provide updates on a bi-monthly basis.

Assumptions/Exclusions:

- a) Schedules will document progress, milestones, and timelines as they occur.
- b) Updates to schedules will reflect changes to schedule baseline as approved by contract supplement.

CITY Responsibilities:

**Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway**

- a) CITY will assist with schedule development and revision related to CITY internal review and Council Approval processes as needed.
- b) The CITY will review schedules and provide comments as needed.
- c) CITY will review the Risk Register and provide comments and updates as needed.

Deliverables:

Bi-Monthly Schedule update	Microsoft Project and PDF via email
Bi-Monthly Risk Register update	MS Excel and PDF via email

1.4 Monthly Progress Reports and Invoices.

The CONSULTANT will prepare a monthly progress report and invoice for the duration of the contract, including the following:

Invoice

- a) Invoice will include prime and subconsultant backup.
- b) Invoice will be broken out to major task level (i.e. Task 1.0, 2.0, etc).

Progress Report

- a) Billing Period, Invoice Number, Spokane Contract #, DOWL Contract #, Project Name
- b) Summary of activities performed during billing period.
- c) Potential/anticipated out-of-scope work.
- d) Potential/anticipated schedule changes or impacts.
- e) Issues to be resolved.
- f) Cost Information Report
 - Budget per task.
 - Percent complete per task.
 - Budget expended per task.
 - Amount remaining per task.

Assumptions/Exclusions:

- a) One (1) invoice and one (1) progress report will be prepared per month.

CITY Responsibilities:

- a) Review monthly invoice and progress report and notify CONSULTANT of any issues.

Deliverables:

Monthly Invoice	PDF via email
Monthly Progress Report	PDF via email

1.5 Meetings.

The CONSULTANT will call the CITY to discuss progress on a bi-weekly basis.

Assumptions/Exclusions:

- a) Check-in calls are assumed ½ hour duration. Additional meetings are included in the Tasks listed below.

Deliverables:

Meeting Minutes	Via email
-----------------	-----------

**Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway**

2. Topographic Survey

Subconsultant (Apex Engineering) will locate any monuments or survey control points necessary to tie the topographic survey work into the Horizontal and Vertical Datum specified for the City of Spokane. The intent and focus of the survey is a topographic survey for design of the new improvements within the E. Pacific Avenue Right of Way from the intersection of S. Sherman Street on the east to the intersection with S. Stevens Street on the west. Subconsultant will serve as the primary contact for the topographic survey and utility locates, but it is assumed that CONSULTANT will take the lead for notification of adjoining property owners prior to work.

2.1 Topographic Survey for Engineering Design

Research record information for completion of boundary calculations and for existing control.

Perform random field traverse survey locating existing monumentation, cadastral survey corners, property corners, or survey monumentation as recoverable through a diligent search to tie topographic survey to the existing monumentation of the Right of Way.

The field control portion of this budget will also be used to tie the survey control to the NAD 83/11 (State Plane, WA North Zone) Horizontal Datum and NAVD 88 Vertical Datum. Locating necessary monuments and benchmarks to be utilized for the topographic survey.

Perform a full topographic survey of the above-referenced S. Pacific Avenue. The survey limits are shown on attached Survey Limits map, Survey to include the entire Pacific Avenue Right of Way as well as 50' of intersecting streets. Perform a full Topographic survey of all visible surface features and utilities within the limits in accordance with American Society of Civil Engineers (ASCE) Standard 38-02, Quality Level-B (QL-B).

At a minimum, the topographic survey will identify the following:

- a) Locations of observable surface features within the survey limits, (i.e., utilities, retaining walls, rockeries, access areas, curbing, sidewalks, parking areas, paved drives, concrete pads, sidewalks and driveways, pedestrian paths, fences, striping, buildings, hedges, trees, etc.) at the time of the survey.
- b) Location of all utility paint line marking done by others.
- c) Take survey shots along cross section lines at every 25' station left and right along construction centerline and stationing established and provided by the city. Also take regular shots for optimal creation of existing ground surface model. At a minimum, at least every 25', the following surface features shall be surveyed and mapped in the topographic survey.
- d) Curbs, curb and gutter including flow line, front and back of curb tops.
- e) Sidewalks, type specified, hatch if concrete.
- f) Pavement, type specified, hatch if concrete.
- g) Roadway pavement crown line.
- h) Driveways, type specified, hatch if concrete.
- i) Gravel areas.
- j) Retaining walls including top and toe, type specified.
- k) Storm drainage structures surveyed and measured (including type of structure, invert elevation and direction, and rim elevation) Pipes, types and sizes.
- l) Ditches and edges of water courses, top and bottom lines and any culvert type, size and invert elevation.

**Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway**

- m) Sanitary sewer structures (including type of structure, invert elevation and direction, and rim elevation) pipes, types and sizes.
- n) Water utilities (valves, hydrants, blowoffs, etc.).
- o) Visible irrigation boxes but not sprinkler heads.
- p) Power structures, poles, guys, and lines (for aerial lines, show horizontal location for all lines on pole).
- q) Natural gas valves, lines, and blowoffs.
- r) Telephone lines and structures.
- s) Cable lines and structures.
- t) Traffic signal and street lighting poles, conduit, and junction boxes.
- u) Signage, development or community signs.
- v) Plastic and painted Channelization, pavement markings, arrows and letters, crosswalks (striping including parking lot areas).
- w) Visible existing survey markers
- x) Vegetation (list trunk diameter and type for trees if 6" or greater).
- y) Fences and railings.
- z) Mailboxes.
- aa) Bollards.
- bb) Grade break lines, top and toe of slope lines.
- cc) Identify and define edges of landscaped or areas of lawn and tended planted areas in or out of R/W, if accessible.

Storm and sanitary sewer locates within the Survey limits will identify the following on each storm and sewer structure:

- dd) Structure type and size, rim and bottom of structure elevations.
- ee) Invert elevations, size and type of pipes.
- ff) Ladder.
- gg) Location, oil/water separator details.

Coordinate and analyze record locations of utilities as available and necessary for design which may not be accessible at the time of the field survey.

Subconsultant will locate all underground utility paint line information and locations within the survey limits. The painting of these lines by a Utility Marking company and will be provided by a vendor. See Task 2b.

Reduce field notes, plot elevation data obtained from said field survey and prepare drawings for design use at a convenient scale showing all data obtained, along with 1-foot contours. Spot elevations will be shown where deemed necessary. All storm & sewer as-built information to be incorporated on drawings.

Topographic Survey Base Map to include all calculated right of way lines and centerlines as well as adjoining parcel lines for each property abutting the Pacific Avenue right of way.

Deliverables:

Drawings will be supplied in AutoCAD Civil 3D 2020 format. Hard copy plots and PDF's of the survey sheets shall be provided.

**Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway**

2.2 Utility Locate Service Coordination

Coordinate with Private Utility Locate service to delineate all conductible utilities within the survey limits.

Deliverables:

None. See Task 2a.

2.3 Utility Pothole Services Coordination

Subconsultant to coordinate utility pothole services with a Utility Vac Truck Company to locate and record information relating to the vertical elevation of the underground utilities at an estimated 10 locations.

Subconsultant will coordinate access for the vendor with CONSULTANT and track progress and results of pothole work.

Deliverables:

Reduce field notes, plot all utility elevation data from potholing onto drawings prepared in Task 2a.

3. Geotechnical Services

Subconsultant (GeoEngineers) will conduct a geotechnical field investigation to explore the following:

- a) Subsurface soil, rock and groundwater conditions for signal pole and lighting foundations.
- b) Subsurface soil, rock and groundwater conditions for street tree plantings and drainage swales.

Subconsultant will provide documentation which summarizes and presents the results of the investigation.

3.1 Data Review/Reconnaissance

Subconsultant will review available information from the following sources (as applicable):

- a) As-builts of the roadway and nearby structures (as available).
- b) Geology mapping (per Washington Geologic Information Portal).
- c) In-house geotechnical reports completed within a ¼ mile radius of the project area.
- d) Geotechnical reports and/or data provided by the CITY (as available).

Subconsultant will complete a geotechnical reconnaissance of the site to complete the following:

- a) Observe surface conditions that may be indicative of subsurface conditions of concern (e.g., roadway settlement, existing earthwork performance, exposed soil and bedrock units).
- b) Identify site constraints and staging concerns (for exploration and construction).
- c) Identify potential exploration locations.
- d) Locate geotechnical explorations and stake or paint on the ground proposed borings.

Deliverables:

None (Included in Task 3.2 and Task 3.4)

Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway

3.2 Subsurface Exploration and Laboratory Testing Plan

Subconsultant will prepare a subsurface exploration and laboratory testing plan prior to beginning field work. No field work is to be performed, other than initial site reconnaissance, before review and approval by Agency of subsurface exploration and laboratory testing plan.

- a) An initial exploration and laboratory testing plan will be completed for the signal pole foundation exploration program.
- b) An addendum exploration and laboratory testing plan will be submitted for the street tree plantings (as applicable).

The subsurface exploration and laboratory testing plan will identify the proposed boring locations; site access; and the traffic control plan. The traffic control plan will address lane or shoulder closures for activities associated with borings, and restoration of pavements, shoulders, and other areas disturbed due to subsurface exploration activities.

Subconsultant will comply with environmental permits, including archeology clearance, and approvals prior to any drilling.

Subconsultant will obtain required Right-of-Way Permits for exploration locations in public ROW prior to beginning field work, including WSDOT General Permits at S Browne Street and S Division Street.

Deliverables:

Subsurface Exploration and Laboratory Testing Plan for Signal Pole Foundations (Draft and Final).

Addendum Subsurface Exploration and Laboratory Testing Plan for Street Tree Plantings (Draft and Final).

3.3 Geotechnical Explorations

Subconsultant will perform all field explorations in conformance with the approved subsurface exploration and laboratory testing plan developed in Task 3.2. Subconsultant will follow all environmental permits and approvals prior to performing any exploration services by drilling subcontractors. Subconsultant and their drilling contractor will request a locate of all underground utilities.

Subconsultant will perform subsurface explorations to obtain subsurface information for the support of foundation design for signal pole installation.

The anticipated subsurface explorations will be performed under two separate mobilizations as follows:

**Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway**

Table A: Geotechnical Explorations

Mobilization	Test Method	EST #	Depth of Explorations	Instruments to be Installed	Traffic Control Required
1 – Signal Pole and lighting Foundations	Hollow-stem auger boring with supplemental rock coring, as necessary	2	20 feet (or 10 feet into rock)	N/A	Yes (shoulder work)
2 – Street Tree Planting	Hollow-stem auger boring	3 – 5 (one day of drilling)	5 to 10 feet or refusal on rock	N/A	Yes (shoulder work)

Subconsultant will provide an experienced engineer or geologist working under a Professional Engineer, licensed in Washington to supervise the field operations for in situ data gathering.

Subconsultant will perform the exploration work while following additional requirements as follows:

- a) Collect the drill cuttings and remove from the site, unless otherwise coordinated with the CITY.
- b) The borings will be abandoned and backfilled according to the Department of Ecology (State of Washington) regulations.
- c) All borings and core holes through pavement will be patched with cold patch asphalt emulsion, quick set PCC, or as approved by CITY.
- d) Borings will be completed by drillers appropriately licensed by Department of Ecology (State of Washington).

Deliverables:

None (Included in Task 3.4)

3.4 Geotechnical Investigation Report

Subconsultant will prepare a Geotechnical Investigation Report according to the WSDOT Geotechnical Design Manual criteria for submittal to Agency for review. The Geotechnical Investigation Report will include:

- a) A summary of the results of the geotechnical investigation.
- b) Logs of the soil and rock borings and groundwater depth, if encountered
- c) Recommendations for signal pole foundations

Deliverables:

Draft and Final Geotechnical Investigation Report with Appendices

4. 10% Concept Alternatives and Estimates

4.1 10% Concept Alternative Scroll Plot

The CONSULTANT will develop a scroll plot exhibit for up to two (2) design concepts. **Design** concepts will include proposed Neighborhood Greenway treatments such as the following:

- a) Bike Lanes
- b) Sharrows
- c) Bulb outs
- d) Landscaping
- e) Traffic Signal Pole and controller locations
- f) Streetlight Pole locations

These plots will be used to determine the preferred design concept prior to advancing the Plans to the 50%, 90%, and final design stage.

4.2 10% Concept Alternative Estimates

The CONSULTANT will develop a conceptual level cost estimate for each 10% design concept.

Assumptions/Exclusions:

- a) N/A

CITY Responsibilities:

- a) Review concept alternatives and select alternative prior to beginning 50% design.

Deliverables:

10% Concept Alternative Exhibit	PDF via email
10% Concept Alternative Cost Estimate	PDF via email

5. Traffic Engineering Design

Subconsultant (DKS Associates) will complete the traffic signal design and interconnect design for two (2) new traffic signals at the following locations:

- a) Pacific Avenue/Division Street
- b) Pacific Avenue/Browne Street

Subconsultant will also provide traffic engineering review of the 10% concept design provided under Task 4 as part of the Project Team QC review process.

CONSULTANT will complete the decorative lighting design and illumination calculations for the project limits.

5.1 Traffic Signal Design

All traffic signal plans and specifications will conform to Manual on Uniform Traffic Control Devices, WSDOT, City of Spokane, and National Electric Code standards as applicable.

Subconsultant will work with Avista to identify power sources for new signals and will identify utility conflicts that will need to be resolved prior to traffic signal construction.

**Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway**

Subconsultant will provide special provisions and estimates for the 50%, 90%, and 100% submittals based on the current version of the City of Spokane specifications.

Assumptions

- a) Subconsultant will perform up to two project site visits during design

5.2 Traffic Signal Interconnect Design

Subconsultant will prepare traffic signal interconnect plans, specifications, and cost estimate for the intersections of Pacific/Division and Pacific/Browne to connect into existing fiber optic cable network along Division and Browne.

Subconsultant will provide special provisions and estimates for the 50%, 90% and 100% submittals using the current version of the City of Spokane specifications.

5.3 10% Design Traffic Engineering Review

Subconsultant will perform a traffic engineering review of the 10% design concepts prepared under Task 4 as part of the Project Team QC review process. All comments will be compiled into the QC review comment log and adjudicated by the Project Team.

5.4 Illumination Design

All lighting design calculations, plans and specifications will conform to WSDOT, City of Spokane, and National Electric Code standards as applicable. CONSULTANT will work with Avista to identify power sources for new street lighting and identify utility conflicts that will need to be resolved prior to street lighting construction.

CONSULTANT will provide special provisions and estimates for the 50%, 90%, and 100% submittals based on the current version of the City of Spokane specifications.

6. Stormwater Design

The CONSULTANT will prepare a Drainage Report summarizing the proposed stormwater modifications on Pacific Avenue. This work will be done in accordance with the 2008 Spokane Regional Stormwater Manual, and the Stormwater Management Manual for Eastern Washington as described below.

Assumptions:

- a) The existing site drains to a combined sewer system.
- b) The proposed project improves motorized and non-motorized user safety and does not increase the traffic capacity of the roadway.

6.1 Drainage Site Assessment Mapping

The CONSULTANT will prepare drainage basin maps within the project limits identifying runoff from areas for on-site stormwater management, flow control, and water quality treatment. The maps will document the change in land use areas that is used for the design of stormwater facilities. The change in land use maps include showing and calculating the following areas:

- a) Non-pollution generating impervious surfaces
- b) Pollution generating impervious surfaces
- c) Pervious surfaces

**Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway**

Deliverables:

Drainage Report Exhibits showing the overall drainage basin and the change in land use areas.

6.2 Off-site Analysis

The CONSULTANT will conduct an upstream and downstream analysis, and review available information previously completed for offsite drainage areas. The analysis will consist of a visual field investigation and reviewing city map records. The field investigation will be conducted on lands where access is readily permitted. Prepare a written assessment and a map showing the contributing upstream areas and downstream routes. This task does not include any detailed hydraulic capacity analysis, but it can be provided as an optional service. The off-site analysis will be included in the Drainage Report.

Deliverables:

Drainage Report Exhibits showing upstream and downstream areas draining to the site's drainage basin.

6.3 Threshold Analysis

Prepare new impervious, new/replaced hard surfaces and vegetated surfaces, and new PGIS (pollution generating impervious surface) maps. Using the new impervious and new PGIS area numbers, perform threshold analysis to determine which minimum design requirements apply to this project.

Deliverables:

Calculations showing new and replaced pollution generating and non-pollution generating impervious surfaces and any new pervious surfaces.

6.4 Drainage Report

Prepare and assemble a 50%, 90%, and Final Drainage Report with the contents limited to the task items described in this scope of work. The report is to include basin maps, design criteria, application of the basic requirements, and a summary of erosion control facilities. Submit the Concept Drainage Report to the CITY for review. Address comments, revise the report and submit the Final Drainage Report.

Deliverables:

50% Concept Drainage Report
90% Concept Drainage Report
Final Drainage Report

6.5 Construction Stormwater Pollution Prevention Plan (SWPPP)

A SWPPP will be prepared in accordance with the Spokane Regional Stormwater Manual for inclusion in the Final Stormwater Site Plan.

Deliverables:

SWPPP

6.6 Drainage Coordination Meetings

The CONSULTANT will attend a drainage coordination meeting with CITY Staff to coordinate the drainage approach and discuss comments on the Drainage Report.

7. Landscape Architecture

7.1 10% Design

The landscape architectural services at 10% include providing up to (3) conceptual roadway sections exhibiting the relationship of the sidewalks, furnishings zones, street trees and travel lane configuration as proposed within the available Right of Way. The graphics will be conceptual in nature and suitable for use at the public open house during the public involvement phase of the project.

Deliverables:

Conceptual roadway sections in up to (3) locations of the public Right of Way.

7.2 50% Design

CONSULTANT shall prepare conceptual landscape plans for the roadway planting areas with required street tree locations. Shrub and groundcover planting areas will be shown as hatch patterns tied to a preliminary plant list for review and approval. Task shall include an estimate of probable cost.

Deliverables:

Conceptual landscape plans indicating locations of new street tree plantings and preliminary plant list with proposed species selections.

7.3 90% Design

CONSULTANT shall incorporate comments received following the 50% design submittal and prepare landscape plans for the planting areas within the public Right of Way. Irrigation plans will also be prepared to a level suitable for design-build installation with conceptual points of connection and appropriate detailing to convey the desired irrigation methodology within each street tree planting area.

Deliverables:

Planting Plans, Irrigation plans, Special Provisions to the Standard Specification for the planting section and estimate of probable cost.

7.4 100% Design

Consultant shall incorporate comments received following the 90% design submittal and prepare landscape plans for the planting areas within the public Right of Way. Irrigation plans will also be prepared to a level suitable for design-build installation with conceptual points of connection and appropriate detailing to convey the desired irrigation methodology within each street tree planting area.

Deliverables:

Planting Plans, Irrigation plans, Special Provisions to the Standard Specification for the planting section and estimate of probable cost.

8. Public Involvement

8.1 Public Involvement Plan

CONSULTANT will develop a public involvement plan for guidance on strategies and messaging.

**Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway**

Deliverables:

Public Involvement Plan

8.2 10% Design Workshop

This task includes the planning, content development, and hosting of a 10% design workshop in downtown Spokane (preferably along the Pacific Avenue Greenway corridor). CONSULTANT will provide two public involvement facilitators to run the workshop and facilitate a discussion with project stakeholders on the project design.

CONSULTANT will coordinate with CITY staff to promote the Design Workshop. Anticipated tactics include the development of a landowner and stakeholder list, direct mail letters, press release, newspaper display ads, and website/social media content for use on CITY platforms.

After the workshop, a short (3-5 page) summary of the event and public feedback will be developed for the project file and documentation.

Deliverables:

CONSULTANT hosted design workshop and event summary

8.3 90% Design Open House

This task includes the planning, content development, and hosting of a 90% design open house in downtown Spokane (preferably along the Pacific Avenue Greenway corridor). CONSULTANT will provide two public involvement facilitators to run the workshop and facilitate a discussion with project stakeholders on the project design.

CONSULTANT will coordinate with CITY staff to promote the Design Workshop. Anticipated tactics include the development of a landowner and stakeholder list, direct mail letters, press release, newspaper display ads, and website/social media content for use on CITY platforms.

After the workshop, a short (3-5 page) summary of the event and public feedback will be developed for the project file and documentation.

Deliverables:

CONSULTANT hosted design open house and event summary

8.4 Project Informational Content and Media

This task includes CONSULTANT developed website content in coordination with CITY staff for posting on the CITY's website as well as any developed press releases during the project duration not connected with the workshop or open house.

Assumptions:

a) Two press releases are assumed in this task.

Deliverables:

Press releases (draft and final) as well as website content

9. Utility Coordination

9.1 Initial Utility Research and Coordination:

**Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway**

The CONSULTANT will contact utilities located within the project site to obtain as-built drawings, notify them of the proposed roadway and drainage improvements, and request information on any upcoming utility projects that may affect the roadway or drainage design.

9.2 50% Utility Coordination

The CONSULTANT will identify potential utility conflicts and contact utilities to discuss impacts, review possible design adjustments, and identify potential utility relocations.

9.3 90% Utility Coordination

The CONSULTANT will contact utilities to finalize the list of required utility relocations and develop a schedule for completion.

9.4 100% Utility Coordination

The CONSULTANT will provide final plans and specifications to utilities and confirm relocation schedule.

Assumptions/Exclusions:

- a) This scope of work assumes a budget of approximately \$15,000 will be used to pothole existing utilities.
- b) It is anticipated that relocation of utility poles should be avoided. The improvements will be designed to avoid power pole relocation where feasible.

CITY Responsibilities:

- a) The CITY will provide contact information for all franchise utility companies located within the project limits.

Deliverables:

Utility Coordination documentation	Email
Pothole results	PDF via email

10. 50% Design Submittal

The CONSULTANT will prepare construction plans to approximately the 50% level. The CONSULTANT will complete the following tasks:

10.1 Field Review

The CONSULTANT will conduct a site visit to review existing site conditions for the preparation of plans.

10.2 WSDOT Intersection and Channelization Plan Approval

The CONSULTANT will develop an intersection and channelization plan for S Browne St and S Division Street in accordance with the WSDOT Intersection and Channelization Plans checklists. Plans will be sent to WSDOT Eastern Region for approval as the 50% design progresses.

Assumptions/Exclusions:

- a) N/A

CITY Responsibilities

**Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway**

a) N/A

Deliverables:

WSDOT Intersection and Channelization Plans

10.3 50% Construction Plans

The CONSULTANT will develop detailed 50% Construction Plans in accordance with CITY standards. An estimated final sheet count is included in Table B for reference. Some details (as noted) will be reserved for the 90% Design Submittal.

Table B: Estimated Sheet Count (50% Construction Plans)

Sheets	Description
1	Cover Sheet
1	Legend, and Abbreviations
1	Notes
5	Survey Control Plan
5	Site Preparation / Temporary Erosion Sediment Control Plan
3	Typical Sections and Details
10	Paving and Drainage Plan and Profile
2	Drainage Details (Reserved for 90%)
5	ADA Ramp Plan
5	Channelization and Signing Plan
1	Traffic Signal Legend
2	Traffic Signal Plan
2	Traffic Signal Detection Plan
3	Traffic Signal Details (Reserved for 90%)
2	Traffic Signal Interconnect Plan
2	Fiber Splice and Termination Details (Reserved for 90%)
1	Cabinet Equipment and Layout
5	Illumination Plan
5	Landscaping and Irrigation Plan
2	Landscaping and Irrigation Details (Reserved for 90%)
63	

10.4 50% Special Provisions.

The CONSULTANT will prepare project Special Provisions. Special Provisions will be developed in accordance with WSDOT standards.

**Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway**

10.5 50% Engineer's Estimate.

The CONSULTANT will prepare itemized quantity calculations for all contract bid items. An Engineer's Estimate of construction costs will be prepared.

10.6 50% Review Meeting

The CONSULTANT will attend one meeting to review CITY comments on the 50% Plans, Special Provisions, and Estimates.

CONSULTANT will tabulate and respond to CITY comments. Tabulation to be provided at 50% review meeting.

Assumptions/Exclusions:

- a) N/A

CITY Responsibilities

- b) The CITY will provide the CONSULTANT with a set of review comments and "redline" review comments on the 50% Construction Plans, Special Provisions, and Cost Estimate. The CITY will provide the review comments within 3 weeks of submittal.
- c) The CITY will provide front end documents (bid proposal package, CITY contract) for incorporation into the Contract Manual.

Deliverables:

10% Comments Response	PDF via email
50% Construction Plans (11" X 17")	PDF via email
50% Special Provisions	PDF via email
50% Engineer's Estimate	PDF via email

11. Environmental Services

DOWL will prepare and submit documentation and permit applications for regulatory issuance of environmental clearances and permits for this project. The following subtasks detail the necessary environmental investigations, documentation, and permits.

11.1 Accumulation of Data and Agency Coordination

DOWL environmental staff will obtain and review existing information and will participate in a project kick-off meeting and a pre-application meeting. DOWL will coordinate with WSDOT and CITY to identify existing environmental documentation including previous studies and reports, to determine the need for additional NEPA/SEPA documentation and a new or updated ECS checklist.

Deliverables:

Data Accumulation Memo

11.2 Site Visit

DOWL will conduct a site visit to collect information necessary to complete environmental documentation.

Assumptions:

- a) The site visit will confirm the previously disturbed nature of the project area and the absence of sensitive natural resources.
- b) No further investigation of wetlands, streams, or wildlife habitat will be necessary.

Deliverables:

Site Visit Memo

11.3 NEPA/SEPA Documentation

Given the nature of the Pacific Avenue Greenway project is a likely NEPA Categorical Exclusion, WSDOT Environmental Manual M31-11, Section 400.09 notes SEPA and NEPA documentation can be completed using the WSDOT ECS form. All elements of this task will be rolled into Task 11.4 WSDOT Environmental Classification Summary.

Should any additional documentation be required, this task will be re-scoped at that time.

Deliverables:

None, See Task 11.4

11.4 WSDOT Environmental Classification Summary (ECS)

If it is determined under Task 11.1 that preparation or revision of an ECS Checklist is required, DOWL will complete the necessary documentation.

Assumptions:

- a) No surveys for threatened or endangered species will be required to complete the ECS.
- b) All information related to critical and sensitive areas (e.g., geologically hazardous areas, aquifer recharge areas), hazardous wastes, underground storage tanks, and contaminated sites shall be obtained from regulatory agency websites and databases. No site investigations or field studies to confirm the presence or absence of such resources will be conducted.

**Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway**

- c) WSDOT will not require any resource discipline reports such as a Wetland Discipline Report, Cultural Resources Report, Biological Assessment, or Hazardous Materials Report.

Deliverables:

Draft ECS Documentation (electronic copy to CITY and WSDOT) within four (4) weeks of completion of 50% design.

Final ECS Documentation (electronic and hard copy to CITY and WSDOT) within one (1) week of receipt of comments on draft report.

12. Right-of-Way Services [Contingency Task]

Subconsultant (Universal Field Services) shall provide labor, equipment, and materials to acquire real property and easements to facilitate project construction. Legal Descriptions, property owner lists, maps, and acquisition exhibits will be developed and provided by CONSULTANT.

This task is contingent upon the needs of the 50% Design Submittal and determination of potential right-of-way needs.

Right of Way Acquisition activities will conform to the standards contained in the Uniform Act of 1970 and amendments, the laws of the State of Washington and CITY Policies and Procedures.

12.1 ROW Task Management and Document Support

Subconsultant track and manage all budgetary-related aspects of the ROW scope of work, confer regularly with CITY and CONSULTANT verbally and/or in writing, as needed, on general status, problem areas and individual negotiations progress. The subconsultant will obtain preliminary title reports for each property acquisition. The subconsultant will review each preliminary title report for encumbrances, liens, or defects.

Assumptions/Exclusions:

- a) Number of preliminary title reports will be determined prior to NTP of Task 12.

Deliverables:

Preliminary Title Reports

12.2 Appraisal and Appraisal Review

If the estimated acquisition value is \$10,000 or less, an Administrative Offer Summary (AOS) will be completed by qualified Right of Way staff. Appraiser will provide written notice to owners of a planned appraisal inspection and will provide the property owner or designated representative, if any, an invitation to accompany the appraiser on any inspection of the property for appraisal purposes. Appraisal will conform to the Uniform Standards of Professional Appraisal Practice (USPAP). The subconsultant will provide an appraisal review for each appraisal. The appraisal review will be conducted by another WSDOT approved appraiser.

Assumptions/Exclusions:

- a) Number of total files will be determined prior to NTP of Task 12.
- b) Number of properties needing Temporary Construction Easements will be determined prior to NTP of Task 12.
- c) Number of AOS needed will be determined prior to NTP of Task 12.

**Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway**

Deliverables:

Administrative Offer Summaries

12.3 Acquisition

During acquisition, subconsultant will:

- Establish and maintain a complete and current record file of all ownerships in a form acceptable to the CITY.
- Receive and analyze title information, approved AOS reports and legal descriptions in sufficient detail to negotiate with property owners and other parties.
- Prepare all offer letters, summary statements, on CITY-provided forms in accordance with state or federal regulations and approval of client.
- Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable.
- Follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to client for review and approval; review any independent appraisal secured by property owner and coordinate reimbursement of appraisal fees (up to \$750) with client. Ongoing negotiations and settlement discussions will continue until settlement or impasse is determined.
- Prepare and assemble acquisition contracts, deeds, and related acquisition documents, per CITY-provided templates, required for the acquisition of necessary property interests.
- Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.
- Prepare justification memorandum to escalate negotiations to CITY management where property owner negotiations are not amenable.
- Transmit executed acquisition documents to client. Each transmittal package shall include a fully executed and properly notarized deed(s), easement(s), or permit, fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

Assumptions/Exclusions:

- a) Number of acquisition files will be determined prior to NTP of Task 12.
- b) Offer letter will be on subconsultant letterhead and signed by subconsultant project manager. Number of offer letters to be determined prior to NTP of Task 12.
- c) CITY to provide deed and easement templates.

Deliverables:

Completed negotiation packets with document for recording.

12.4 Closeout

As part of the closeout process, subconsultant will:

- Provide CITY with signed conveyance documents for signatures, payment, and recording including documentation showing signatory authority.
- Subconsultant to support CITY in any condemnation processes (in the event of condemnation) including document preparation and consultation.

**Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway**

Assumptions/Exclusions:

- a) CITY to coordinate CITY signatures, payment, and recording whether through escrow company or not.
- b) Any files requiring title clearing to be closed and interests cleared at a title company.
- c) All title and escrow fees to be paid by the CITY.
- d) CITY to provide copies of recorded documents and proof of payment to consultant.
- e) The expense of condemnation will be paid by the CITY.

Deliverables:

Completed acquisition files.

13. 90% Design Submittal

The CONSULTANT will advance construction documents to approximately the 90% level. The CONSULTANT will complete the following tasks:

13.1 Site Conditions Review.

The CONSULTANT will conduct a site visit to review existing site conditions for the preparation of plans.

13.2 50% Comments Response.

The CONSULTANT will prepare responses to all comments received from the CITY at the 50% review. The CONSULTANT will submit draft responses to the CITY for review and concurrence within 1 week of the 50% review meeting. Final responses will be included with the 90% design submittal.

13.3 90% Construction Plans.

The CONSULTANT will address CITY comments from the 50% review, and advance plans to the 90% complete stage.

13.4 90% Special Provisions.

The CONSULTANT will address CITY comments from the 50% review, and advance special provisions to the 90% complete stage.

13.5 90% Engineer's Estimate.

The CONSULTANT will address CITY comments from the 50% review, and advance engineer's estimate to the 90% complete stage.

13.6 Maximum Extent Feasible (MEF) Documentation.

The CONSULTANT will develop MEF documentation for any ramps that are designed to the MEF. Documentation will be in accordance with WSDOT requirements.

**Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway**

13.7 90% Review Meeting

The CONSULTANT will attend one meeting to review CITY comments on the 90% Plans, Special Provisions, and Estimate. CONSULTANT will tabulate and respond to CITY comments. Tabulation to be provided at 90% review meeting.

Assumptions/Exclusions:

a) N/A

CITY Responsibilities

a) The CITY will provide the CONSULTANT with a set of review comments and “redline” review comments on the 90% Construction Plans, Special Provisions, and Cost Estimate. The CITY will provide the review comments within 3 weeks of submittal.

Deliverables:

50% Comments Response	PDF via email
90% Construction Plans (11” X 17”)	PDF via email
90% Special Provisions	PDF via email
90% Engineer’s Estimate	PDF via email
MEF Documentation	PDF via email

14. Final (100%) Design Submittal

The CONSULTANT will develop the project design to the final stage, and complete the following:

14.1 Site Conditions Review.

The CONSULTANT will conduct a final site visit to review proposed design for conformance with existing site conditions.

14.2 90% Comments Response.

The CONSULTANT will prepare responses to all comments received from the CITY at the 90% review.

14.3 100% Construction Plans.

The CONSULTANT will address CITY comments from the 90% review, and provide a complete, bid-ready set of Construction Plans.

14.4 100% Special Provisions.

The CONSULTANT will address CITY comments from the 90% review, and provide a complete, bid-ready set of Special Provisions.

14.5 100% Engineer’s Estimate.

The CONSULTANT will address CITY comments from the 90% review and advance the Engineer’s Estimate to the 100% complete stage.

14.6 Final PS&E.

The CONSULTANT will provide the final Plans, Specifications, and Cost Estimate to the CITY for approval.

**Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway**

Assumptions/Exclusions:

- a) N/A

CITY Responsibilities

- a) The CITY will prepare the front-end contract documents.
- b) The CONSULTANT will combine the front-end and the Special Provisions.
- c) The CITY will upload the plans and specifications to Builder's Exchange of Washington, for distribution to Contractors.

Deliverables:

90% Comments Response	PDF via email
100% Construction Plans (11" X 17")	Two bound copies, PDF and AutoCAD
100% Special Provisions	Two bound copies and PDF
100% Engineer's Estimate	PDF via email

15. Bidding Support

The CONSULTANT will provide the CITY with bidding support, as follows:

15.1 Response to Contractor Questions

The CONSULTANT will prepare written responses to Contractor questions.

Assumptions/Exclusions:

- a) N/A

CITY Responsibilities

- a) The CITY will forward questions to the CONSULTANT for review and response.
- b) The CITY will compile responses and issue a formal response to contractors.

Deliverables:

Response to Contractor questions	Email
----------------------------------	-------

15.2 Pre-Bid Meeting

Attend Pre-Bid Meeting.

Assumptions/Exclusions:

- a) The CONSULTANT's role will be to answer technical questions during the pre-bid meeting.

CITY Responsibilities

- a) The CITY will develop the agenda for the Pre-Bid meeting.
- b) The CITY will conduct the pre-bid meeting and develop meeting minutes.

Deliverables:

N/A

15.3 Addenda

Develop up to one (1) addenda, as required during the bidding period.

Assumptions/Exclusions:

**Exhibit A: Scope of Work
City of Spokane
Pacific Avenue Greenway**

- a) N/A

CITY Responsibilities

- a) The CITY will provide content for any CITY-related addenda items.
- b) The CITY will provide a CITY form (if required) for development of the addenda.

Deliverables:

Addenda	PDF via email
---------	---------------

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

"WSDOT DBE Goal is 18%"; Apex Engineering will be used to meet the DBE commitment with an amount of \$89,855.36 (18.5%) of the total project.

"See attached WSDOT letter"

July 31, 2023

Ms. Marlene Feist
Director, Public Works and Utilities
City of Spokane
808 West Spokane Falls Blvd., 2nd Floor
Spokane, Washington 99201

**City of Spokane
Pacific Avenue Greenway
TAPUL-1220(042)
DBE Goal**

Dear Ms. Feist:

The WSDOT Disadvantaged Business Enterprise (DBE) and Training program, approved by FHWA, requires the evaluation of each local agency project to determine the feasibility of including goals (See chapter 26 of the Local Agency Guidelines (LAG) manual).

This office applied the criteria and established an **Eighteen percent mandatory** DBE goal for consultants on this project. This evaluation of the DBE goal will remain in effect for 180 days from the date of this letter. If the consultant advertisement date exceeds the 180 days or the cost estimate changes more than twenty percent, the reevaluation of the DBE goal is required.

Please note that failure to receive concurrence to award from Local Programs in accordance with the LAG manual may result in loss of federal participation.

If you have any questions about the goal set, you can contact Nina Jones at 360.947.6788, or by email at jonesni@wsdot.wa.gov.

Sincerely,

for
Michele L. Britton
Asst. State Local Programs Engineer

MLB:jd:ml

cc: Mark Allen, Eastern Region Local Programs Engineer

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Meet City's current survey datum if needed.

B. Roadway Design Files

Meet current roadway dimensions and profile as needed.

C. Computer Aided Drafting Files

Meet city standards

D. Specify the Agency's Right to Review Product with the Consultant
As requested by agency.

E. Specify the Electronic Deliverables to Be Provided to the Agency

"pdf" format

F. Specify What Agency Furnished Services and Information Is to Be Provided

Any roadway drawings which are available. These drawings will be in a pdf format.

II. Any Other Electronic Files to Be Provided

As needed.

III. Methods to Electronically Exchange Data

Email or ftp site.

A. Agency Software Suite

Industry standard.

B. Electronic Messaging System

Industry standard.

C. File Transfers Format

Civil 3d/AutoCAD/PDF as appropriate.

Exhibit D
Prime Consultant Cost Computations

"See Attached"

SubCONSULTANT COSTS = \$186,897.42
 Total Estimated Non-Contingency Costs = \$485,587.28

TOTAL ESTIMATED PROJECT COST (Base and Contingency) = \$485,587.28

Project Expenses

Task	Per Day (Days)	Leading (Right)	Whole Mts.	Supplies	Other	Expense Budget
8.1	5.5	\$1,177	\$3,153	\$200	\$500	\$4,500
8.2	5.5	0	0	0	0	0
8.3	5.5	0	0	0	0	0
8.4	5.5	0	0	0	0	0
8.5	5.5	0	0	0	0	0
8.6	5.5	0	0	0	0	0
8.7	5.5	0	0	0	0	0
8.8	5.5	0	0	0	0	0
8.9	5.5	0	0	0	0	0
8.10	5.5	0	0	0	0	0
8.11	5.5	0	0	0	0	0
8.12	5.5	0	0	0	0	0
8.13	5.5	0	0	0	0	0
8.14	5.5	0	0	0	0	0
8.15	5.5	0	0	0	0	0
8.16	5.5	0	0	0	0	0
8.17	5.5	0	0	0	0	0
8.18	5.5	0	0	0	0	0
8.19	5.5	0	0	0	0	0
8.20	5.5	0	0	0	0	0
8.21	5.5	0	0	0	0	0
8.22	5.5	0	0	0	0	0
8.23	5.5	0	0	0	0	0
8.24	5.5	0	0	0	0	0
8.25	5.5	0	0	0	0	0
8.26	5.5	0	0	0	0	0
8.27	5.5	0	0	0	0	0
8.28	5.5	0	0	0	0	0
8.29	5.5	0	0	0	0	0
8.30	5.5	0	0	0	0	0
8.31	5.5	0	0	0	0	0
TOTAL	\$1,073.00	\$1,016.00	\$1,414.80	\$1,200.00	\$6,000.00	\$10,703.80

Task	Per Day (Days)	Leading (Right)	Whole Mts.	Supplies	Other	Expense Budget
9.1	5.5	0	0	0	0	0
9.2	5.5	0	0	0	0	0
9.3	5.5	0	0	0	0	0
9.4	5.5	0	0	0	0	0
9.5	5.5	0	0	0	0	0
9.6	5.5	0	0	0	0	0
9.7	5.5	0	0	0	0	0
9.8	5.5	0	0	0	0	0
9.9	5.5	0	0	0	0	0
9.10	5.5	0	0	0	0	0
9.11	5.5	0	0	0	0	0
9.12	5.5	0	0	0	0	0
9.13	5.5	0	0	0	0	0
9.14	5.5	0	0	0	0	0
9.15	5.5	0	0	0	0	0
9.16	5.5	0	0	0	0	0
9.17	5.5	0	0	0	0	0
9.18	5.5	0	0	0	0	0
9.19	5.5	0	0	0	0	0
9.20	5.5	0	0	0	0	0
9.21	5.5	0	0	0	0	0
9.22	5.5	0	0	0	0	0
9.23	5.5	0	0	0	0	0
9.24	5.5	0	0	0	0	0
9.25	5.5	0	0	0	0	0
9.26	5.5	0	0	0	0	0
9.27	5.5	0	0	0	0	0
9.28	5.5	0	0	0	0	0
9.29	5.5	0	0	0	0	0
9.30	5.5	0	0	0	0	0
9.31	5.5	0	0	0	0	0
TOTAL	\$1,073.00	\$1,016.00	\$1,414.80	\$1,200.00	\$6,000.00	\$10,703.80

Contingency Expenses

Task	Per Day (Days)	Leading (Right)	Whole Mts.	Supplies	Other	Expense Budget
12.1	5.5	0	0	0	0	0
TOTAL	\$1,073.00	\$1,016.00	\$1,414.80	\$1,200.00	\$6,000.00	\$10,703.80

Exhibit E
Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

"See Attached"

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Federal Highway Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Washington State Department of Transportation specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Federal Highway Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Federal Highway Administration*), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Federal Highway Administration*) may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Federal Highway Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G
Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Public Works Director
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
DOWL

whose address is

707 W. Main Ave. - Suite B1, Spokane, WA 99201

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Spokane

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

DOWL

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of DOWL

I hereby certify that I am the:

Public Works Director

Other

of the City of Spokane, and DOWL

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant 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 (3) year period preceding this proposal been convicted of 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

DOWL

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

DOWL

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Pacific Ave. Greenway Project * are accurate, complete, and current as of March 7, 2024 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: DOWL

Signature

Title

Date of Execution _____ **.*

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



Agenda Sheet for City Council:

Committee: PIES **Date:** 03/18/2024

Committee Agenda type: Consent

Date Rec'd	2/26/2024
Clerk's File #	OPR 2024-0248
Renews #	
Cross Ref #	

Council Meeting Date: 04/08/2024

Submitting Dept	ENGINEERING SERVICES	Project #	2024058
Contact Name/Phone	JONATHAN 625-6267	Bid #	
Contact E-Mail	JRADAMS@SPOKANECITY.ORG	Requisition #	MASTER
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Agenda Item Name	0370 – REAL ESTATE ON-CALL SERVICES CONTRACT 2024-2026 NON-FEDERAL		

Agenda Wording

Consultant Agreement with Commonstreet Consulting, LLC (Seattle, WA) for Real Estate On-Call Services for 2024-2026 (Non-Federal) - not to exceed \$200,000.00. (Various Neighborhood Councils)

Summary (Background)

This Consultant Agreement for Real Estate On-Call Services is for a period of two years with an additional one-year option to extend. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from individual projects. All information will be provided prior to the council vote date.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	\$ 200,000.00
Current Year Cost	\$ Varies
Subsequent Year(s) Cost	\$ Varies

Narrative

Amount	Budget Account
Expense \$ 200,000.00	# Various
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

BULLER, DAN

Division Director

BULLER, DAN

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

Chris LaBonte chris@csrow.com

ddaniels@spokanecity.org

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

jradams@spokanecity.org

dbuller@spokanecity.org

morgan@csrow.com

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	3-18-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 15 min
Agenda Item Name	On-call consultant contracts
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> • Engineering Services has “on-call” contracts with various consultants for specialized engineering or related services (geotech engineering, structural engineering, general civil engineering, surveying, historic resources, real estate acquisition, landscape architect, construction management, etc.) associated with the City’s public works projects. These firms are selected based on qualifications as required by RCW 39. These agreements typically last 2 years with an optional 3rd year extension. • A request for qualifications (RFQ) is being advertised for general civil and real estate acquisition now. • We expect to bring these contracts to you for approval in late March. We will request the real estate consultant contract be approximately \$200,000 and expect to request two contracts for general civil engineering, one for \$1M and the second for \$0.75M. <p>Funds expended under these contracts are reimbursed by the public works project (generally a water, sewer, storm sewer, street or trail/sidewalk project) for which the consultant is hired, generally using utility rates or state/federal loans/grants.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$0.2M - \$1M as described above</u> Current year cost: varies Subsequent year(s) cost: varies Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Funding comes from multiple sources Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A 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?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.
- 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?
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- 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 is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



City of Spokane
CONSULTANT AGREEMENT
**Title: 2024-2026 REAL ESTATE CONSULTANT
FOR NON-FED AID PROJECTS**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **COMMONSTREET CONSULTING, LLC**, whose address is 92 Lenora Street, PMB 125, Seattle, Washington 98121 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is for 2024-2026 On-Call Real Estate Consultant Services for Non-Fed Aid Projects to the City; and

WHEREAS, the Consultant was selected through a Request for Qualification 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 Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on March 1, 2024, and ends on April 30, 2026, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

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

This agreement covers yet to be defined real estate work associated with the City of Spokane public works projects. Work initiation under this agreement shall occur as follows:

1. City personnel contact Consultant and describe overall project and needed real estate work.

2. Consultant responds to City contact in writing with a proposed scope of work and budget.
3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, a brief document referencing the Consultant prepared scope of work and budget.
4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
5. Work begins

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

4. COMPENSATION.

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Company shall submit its applications for payment to City of Spokane, Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in

accordance with the City of Spokane Travel Policy, details of which can be provided upon request.

- D. **Airfare:** N/A.
- E. **Meals:** N/A.
- F. **Lodging:** N/A.
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** N/A.
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.
- K. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. **TAXES, FEES AND LICENSES.**

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

8. **CITY OF SPOKANE BUSINESS LICENSE.**

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

9. **SOCIAL EQUITY REQUIREMENTS.**

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

service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines

using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent,

parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by

anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

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

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses,

losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

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

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

COMMONSTREET CONSULTING, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – Scope of Services

24-041

EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

LISA BROWN
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

REQUEST FOR QUALIFICATIONS

2024-2026 REAL ESTATE CONSULTANT FOR NON- FED AID PROJECTS

City of Spokane, Washington

DUE DATE: MONDAY, MARCH 11, 2024
No later than 1:00 p.m.

DELIVERY: via email to: jradams@spokanecity.org

1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Department of Engineering Services (hereinafter “City”) is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms with expertise in right-of-way appraisal and acquisition services for various city public works projects.

This will be an on-call type contract for up to \$200,000. There is no guaranteed minimum amount of work that will be directed to the consultant as a result of the contract that will be awarded pursuant to this RFQ.

1.2 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

A portion of the funding for this project may come from state or federal sources. Where applicable, the contract awarded as a result of this procurement will incorporate the requirements of state or federal funding programs.

1.3 PERIOD OF PERFORMANCE

The period of performance of the contract resulting from this RFQ is tentatively scheduled to begin on or about May 1, 2024 and to end on April 30, 2026 with an optional one-year extension.

1.4 DEFINITIONS

Definitions for the purposes of this RFQ include:

City – The City of Spokane, a Washington State municipal corporation, that is issuing this RFQ.

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer or statement of qualifications submitted in response to this solicitation.

Proposer -- Individual or company submitting a Proposal in order to attain a contract with the City.

Request for Qualifications (RFQ) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to provide qualifications for evaluation.

1.5 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

1.6 ADDENDA

Addenda will be emailed.

2. SCOPE OF SERVICES

The scope of services may include tasks associated with real estate acquisition both during design and construction. Sample types of tasks/project components include:

- Appraisals & review appraisals
- Negotiations with property owners
- Property acquisition & associated paperwork

Individual project fees will be negotiated for each project.

3. GENERAL INFORMATION

3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Name	Jonathan Adams
Address	808 W. Spokane Falls Blvd., Spokane, WA 99201
Phone Number	509-625-6267
E-Mail Address	jradams@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Step	Expected Dates
Issue Request for Qualifications	Week of 2-19-24
Proposals due	3-11-24
Evaluate proposals, conduct oral interviews with finalists, if necessary	Weeks of 3-11-24 and 3-18-24
Announce selection, negotiate contract	Weeks of 3-25-24 and 4-1-24
City Council approval of contract	Weeks of 4-8-24 and 4-15-24
Contract signatures	Week of 4-22-24

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

Proposals shall be submitted via email to jradams@spokanecity.org. The email shall include subject line “SOQ – 2024-2026 Non Fed Aid On-Call Real Estate”.

Proposals shall be submitted in pdf format. The entire submittal shall consist of not more than three pdf files (and, ideally, a single pdf file). Note that the City email server will not accept files larger than 10 MB, so files should be configured accordingly. If your submittal is such that you need an FTP link, please email jradams@spokanecity.org, and an FTP link will be provided.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.”

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer’s request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFQ Coordinator.

3.5 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, such revision will be emailed to you.

The City also reserves the right to cancel or reissue the RFQ in whole or in part prior to final award of a contract.

3.6 ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

3.7 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.8 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ.

3.9 NO OBLIGATION TO CONTRACT

This RFQ does not obligate the City to contract for services specified herein.

3.10 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

3.11 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Proposer agrees to sell additional items at the contracted price, terms and conditions to the City of Spokane and other public agencies contingent upon the Firm's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Proposal shall apply in the case of a sale of additional items. Firm's right to refuse to sell additional items at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted via email. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Qualifications Statement.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed (electronic signatures are acceptable) and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.).
3. Location of the facility from which the Firm would operate.
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications unless otherwise agreed by the City.
6. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principals outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

4.3 PROPOSAL (QUALIFICATION STATEMENT)

Proposers shall limit their Proposal response to a maximum of six pages excluding “letter of submittal”, résumés and reference letters. The Firm's Proposal response to the RFQ shall include at a minimum the following items:

1. A description of the Firm's qualifications/experience in the areas in design of public works projects of the type described in section 2 above
2. A staffing plan listing:
 - a) personnel who will be responsible for carrying out the work.
 - b) a description of qualifications, skills (e.g., brief résumés), and responsibilities for each project participant.
3. References of at least three current/former clients (if City staff are listed, they shall be in addition to these three) for whom the Firm performed similar services on similar projects to those described herein. Identify contact persons and email addresses and phone numbers. The Firm grants permission to the City to contact the references. City staff references, if provided, shall be above and beyond the three references noted above. The City may evaluate references at the City's discretion.
4. Include a list of contracts the Firm has had during the last two (2) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers,

contract period of performance, contact persons, telephone numbers, and fax numbers/email addresses. The Firm grants permission to the City to contact the references.

5. If the Firm has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance, and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The RFQ Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting will be assigned to the Proposal for evaluation purposes:

Qualifications of key personnel	33%
Expertise and approach to various tasks described in Scope of Services	33%
Past performance/references relevant to areas itemized above on similar projects	34%

5.3 AWARD OF CONTRACT

This RFQ does not obligate the City to award a contract.

Award of contract, when made, will be to the Proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Proposal.

5.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 BUSINESS REGISTRATION REQUIREMENT

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

6.2 ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.3 DISPUTES

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

6.4 TERMINATION

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

For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum

compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

6.5. NONDISCRIMINATION

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

6.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A Certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm 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.

6.7 PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. 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.

6.8 LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

6.9 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 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 Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

6.10 CONFORMANCE WITH FEDERAL, STATE AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved. Note requirements listed in Attachment "A" titled "Federal Grant Funded Guidelines" incorporated herein by reference.

6.11 DEBARRED OR SUSPENDED PARTY

The City will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any Federal, State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

6.12 MAINTENANCE OF RECORDS

The Firm will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to the City, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

6.13 SINGLE AUDIT REQUIREMENTS

Any contract awarded as a result of this RFQ may include the agreement to annually audit any contracts with the City. Audits shall be performed in accordance with 2 CFR 200 Subpart F – Audit Requirements as appropriate and shall be received by the City within the twelve-month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

6.14 AMERICANS WITH DISABILITIES ACT INFORMATION

The City of Spokane, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Engineering Services at eraea@spokanecity.org or by calling 509-625-6700.

6.15 TITLE VI

The City of Spokane, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.



Agenda Sheet for City Council:

Committee: PIES **Date:** 03/18/2024

Committee Agenda type: Consent

Date Rec'd 2/28/2024

Clerk's File # OPR 2024-0249

Renews #

Cross Ref #

Council Meeting Date: 04/08/2024

Submitting Dept	ENGINEERING SERVICES	Project #	2024059
------------------------	----------------------	------------------	---------

Contact Name/Phone	JONATHAN 625-6267	Bid #	
---------------------------	-------------------	--------------	--

Contact E-Mail	JRADAMS@SPOKANECITY.ORG	Requisition #	MASTER
-----------------------	-------------------------	----------------------	--------

Agenda Item Type	Engineer Construction Contract		
-------------------------	--------------------------------	--	--

Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

Agenda Item Name	0370 – GENERAL CIVIL ON-CALL SERVICES CONTRACT 2024-2026 NON-		
-------------------------	---	--	--

Agenda Wording

Consultant Agreement with Parametrix, Inc. (Spokane, WA) for General Civil On-Call Services for 2024-2026 (Non-Federal) - not to exceed \$1,000,000.00. (Various Neighborhood Councils)

Summary (Background)

This Consultant Agreement for General Civil On-Call Services is for a period of two years with an additional one-year option to extend. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from individual projects. All information will be provided prior to the council vote date.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 1,000,000.00

Current Year Cost \$ Varies

Subsequent Year(s) Cost \$ Varies

Narrative

Amount

Budget Account

Expense	\$ 1,000,000.00	# Various
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	BULLER, DAN
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

Distribution List

Roger Flint rflint@parametrix.com	ddaniels@spokanecity.org
eraea@spokanecity.org	publicworksaccounting@spokanecity.org
jradams@spokanecity.org	dbuller@spokanecity.org
khanley@parametrix.com	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	3-18-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 15 min
Agenda Item Name	On-call consultant contracts
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> • Engineering Services has “on-call” contracts with various consultants for specialized engineering or related services (geotech engineering, structural engineering, general civil engineering, surveying, historic resources, real estate acquisition, landscape architect, construction management, etc.) associated with the City’s public works projects. These firms are selected based on qualifications as required by RCW 39. These agreements typically last 2 years with an optional 3rd year extension. • A request for qualifications (RFQ) is being advertised for general civil and real estate acquisition now. • We expect to bring these contracts to you for approval in late March. We will request the real estate consultant contract be approximately \$200,000 and expect to request two contracts for general civil engineering, one for \$1M and the second for \$0.75M. <p>Funds expended under these contracts are reimbursed by the public works project (generally a water, sewer, storm sewer, street or trail/sidewalk project) for which the consultant is hired, generally using utility rates or state/federal loans/grants.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$0.2M - \$1M as described above</u> Current year cost: varies Subsequent year(s) cost: varies Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Funding comes from multiple sources Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A 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?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.
- 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?
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- 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 is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



City of Spokane
CONSULTANT AGREEMENT
**Title: 2024-2026 GENERAL CIVIL ENGINEERING
DESIGN FOR NON-FED AID PROJECTS**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **PARAMETRIX, INC.**, whose address is 835 North Post Street, Suite 201, Spokane, Washington, 99201 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is for 2024-2026 On-Call General Civil Engineering Design Services for Non-Fed Aid Projects to the City; and

WHEREAS, the Consultant was selected through a Request for Qualification 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 Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on May 1, 2024, and ends on April 30, 2026, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

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

This agreement covers yet to be defined General Civil Engineering Design Services associated with the City of Spokane public works projects. Work initiation under this agreement shall occur as follows:

1. City personnel contact Consultant and describe overall project and needed General Civil Engineering Design work.
2. Consultant responds to City contact in writing with a proposed scope of work and budget.
3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, a brief document referencing the Consultant prepared scope of work and budget.
4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
5. Work begins

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

4. COMPENSATION.

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

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

6. REIMBURSABLES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** N/A.
- E. **Meals:** N/A.
- F. **Lodging:** N/A.
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** N/A.
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.
- K. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. **TAXES, FEES AND LICENSES.**

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

8. **CITY OF SPOKANE BUSINESS LICENSE.**

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

9. **SOCIAL EQUITY REQUIREMENTS.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual

orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be

provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

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

21. CONFIDENTIALITY.

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

22. DISPUTES.

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

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected

to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

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

24. EXPANSION FOR NEW WORK.

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

25. MISCELLANEOUS PROVISIONS.

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

and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

PARAMETRIX, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – Scope of Services

24-042

EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

LISA BROWN
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

REQUEST FOR QUALIFICATIONS

2024-2026 GENERAL CIVIL ENGINEERING DESIGN FOR NON-FED AID PROJECTS

City of Spokane, Washington

DUE DATE: MONDAY, MARCH 11, 2024
No later than 1:00 p.m.

DELIVERY: via email to: jradams@spokanecity.org

1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Department of Engineering Services (hereinafter “City”) is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms with expertise in civil engineering design.

This will be an on-call type contract for up to \$1,000,000. There is no guaranteed minimum amount of work that will be directed to the consultant as a result of the contract that will be awarded pursuant to this RFQ. The City may select two consultants as a result of this RFQ.

1.2 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

A portion of the funding for this project may come from state or federal sources. Where applicable, the contract awarded as a result of this procurement will incorporate the requirements of state or federal funding programs.

1.3 PERIOD OF PERFORMANCE

The period of performance of the contract resulting from this RFQ is tentatively scheduled to begin on or about May 1, 2024, and to end on April 30, 2026, with an optional one-year extension.

1.4 DEFINITIONS

Definitions for the purposes of this RFQ include:

City – The City of Spokane, a Washington State municipal corporation, that is issuing this RFQ.

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer or statement of qualifications submitted in response to this solicitation.

Proposer -- Individual or company submitting a Proposal in order to attain a contract with the City.

Request for Qualifications (RFQ) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to provide qualifications for evaluation.

1.5 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

1.6 ADDENDA

Addenda will be emailed.

2. SCOPE OF SERVICES

The scope of services will include civil design and associated activities (potentially including construction administration) of City of Spokane public works projects. Typical tasks/project components could include:

- Civil engineering design
- Surveying associated with the project design
- Hiring/managing subconsultants for the project design
- Environmental review
- Bid phase assistance associated with the project design
- Construction staking associated with the project design
- Construction administration associated with the project design

The City expects to assign a particular public works project design to the consultant and the consultant would complete some or all of the above (or related) tasks. If, in the City's judgement, it would be more efficient or cost effective, the City may perform some of the above tasks on a given project. For example, the City may elect to do the surveying and/or environmental review on a given project. The type of projects the City envisions assigning under this agreement are water (water main, pump station, etc.), sewer (sewer main, lift station, etc.) and/or street projects with a construction value in the range of \$1M - \$5M.

Individual project fees will be negotiated for each project.

3. GENERAL INFORMATION

3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Name	Jonathan Adams
Address	808 W. Spokane Falls Blvd., Spokane, WA 99201
Phone Number	509-625-6267
E-Mail Address	jradams@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Step	Expected Dates
Issue Request for Qualifications	Week of 2-19-24
Proposals due	3-11-24
Evaluate proposals, conduct oral interviews with finalists, if necessary	Weeks of 3-11-24 and 3-18-24
Announce selection, negotiate contract	Weeks of 3-25-24 and 4-1-24
City Council approval of contract	Weeks of 4-8-24 and 4-15-24
Contract signatures	Week of 4-22-24

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

Proposals shall be submitted via email to jradams@spokanecity.org. The email shall include subject line “SOQ – 2024-2026 Non Fed Aid On-Call General Civil Engineering”.

Proposals shall be submitted in pdf format. The entire submittal shall consist of not more than three pdf files (and, ideally, a single pdf file). Note that the City email server will not accept files larger than 10 MB, so files should be configured accordingly. If your submittal is such that you need an FTP link, please email jradams@spokanecity.org, and an FTP link will be provided.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.”

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer’s request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFQ Coordinator.

3.5 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, such revision will be emailed to you.

The City also reserves the right to cancel or reissue the RFQ in whole or in part prior to final award of a contract.

3.6 ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

3.7 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.8 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ.

3.9 NO OBLIGATION TO CONTRACT

This RFQ does not obligate the City to contract for services specified herein.

3.10 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

3.11 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Proposer agrees to sell additional items at the contracted price, terms and conditions to the City of Spokane and other public agencies contingent upon the Firm's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Proposal shall apply in the case of a sale of additional items. Firm's right to refuse to sell additional items at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted via email. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.

2. Qualifications Statement.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed (electronic signatures are acceptable) and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.).
3. Location of the facility from which the Firm would operate.
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications unless otherwise agreed by the City.
6. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principles outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

4.3 PROPOSAL (QUALIFICATION STATEMENT)

Proposers shall limit their Proposal response to a maximum of six pages excluding “letter of submittal”, résumés and reference letters. The Firm's Proposal response to the RFQ shall include at a minimum the following items:

1. A description of the Firm's qualifications/experience in the areas in design of public works projects of the type described in section 2 above
2. A staffing plan listing:

- a) personnel who will be responsible for carrying out the work.
 - b) a description of qualifications, skills (e.g., brief résumés), and responsibilities for each project participant.
3. References of at least three current/former clients (if City staff are listed, they shall be in addition to these three) for whom the Firm performed similar services on similar projects to those described herein. Identify contact persons and email addresses and phone numbers. The Firm grants permission to the City to contact the references. City staff references, if provided, shall be above and beyond the three references noted above. The City may evaluate references at the City's discretion.
 4. Include a list of contracts the Firm has had during the last two (2) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/email addresses. The Firm grants permission to the City to contact the references.
 5. If the Firm has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance, and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The RFQ Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting will be assigned to the Proposal for evaluation purposes:

Qualifications of key personnel	33%
Expertise and approach to various tasks described in Scope of Services	33%
Past performance/references relevant to areas itemized above on similar projects	34%

5.3 AWARD OF CONTRACT

This RFQ does not obligate the City to award a contract.

Award of contract, when made, will be to the Proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Proposal.

5.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 BUSINESS REGISTRATION REQUIREMENT

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

6.2 ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.3 DISPUTES

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

6.4 TERMINATION

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

For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

6.5. NONDISCRIMINATION

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

6.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A Certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm 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.

6.7 PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. 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.

6.8 LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

6.9 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 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 Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

6.10 CONFORMANCE WITH FEDERAL, STATE AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved. Note requirements listed in Attachment "A" titled "Federal Grant Funded Guidelines" incorporated herein by reference.

6.11 DEBARRED OR SUSPENDED PARTY

The City will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any Federal, State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

6.12 MAINTENANCE OF RECORDS

The Firm will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to the City, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

6.13 SINGLE AUDIT REQUIREMENTS

Any contract awarded as a result of this RFQ may include the agreement to annually audit any contracts with the City. Audits shall be performed in accordance with 2 CFR 200 Subpart F – Audit Requirements as appropriate and shall be received by the City within the twelve-month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

6.14 AMERICANS WITH DISABILITIES ACT INFORMATION

The City of Spokane, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Engineering Services at eraea@spokanecity.org or by calling 509-625-6700.

6.15 TITLE VI

The City of Spokane, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.



Agenda Sheet for City Council:

Committee: PIES **Date:** 03/18/2024

Committee Agenda type: Consent

Date Rec'd 2/28/2024

Clerk's File # OPR 2024-0250

Renews #

Cross Ref #

Council Meeting Date: 04/08/2024

Submitting Dept	ENGINEERING SERVICES	Project #	2024059
------------------------	----------------------	------------------	---------

Contact Name/Phone	JONATHAN 625-6267	Bid #	
---------------------------	-------------------	--------------	--

Contact E-Mail	JRADAMS@SPOKANECITY.ORG	Requisition #	MASTER
-----------------------	-------------------------	----------------------	--------

Agenda Item Type	Engineer Construction Contract		
-------------------------	--------------------------------	--	--

Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

Agenda Item Name	0370 – GENERAL CIVIL ON-CALL SERVICES CONTRACT 2024-2026 NON-		
-------------------------	---	--	--

Agenda Wording

Consultant Agreement with TD&H Engineering (Spokane, WA) for General Civil On-Call Services for 2024-2026 (Non-Federal) - not to exceed \$750,000.00. (Various Neighborhood Councils)

Summary (Background)

This Consultant Agreement for General Civil On-Call Services is for a period of two years with an additional one-year option to extend. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from individual projects. All information will be provided prior to the council vote date.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 750,000.00

Current Year Cost \$ Varies

Subsequent Year(s) Cost \$ Varies

Narrative

Amount

Budget Account

Expense	\$ 750,000.00	# Various
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

BULLER, DAN

Division Director

FEIST, MARLENE

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

Steven Marsh steven.marsh@tdhengineering.com

ddaniels@spokanecity.org

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

jradams@spokanecity.org

dbuller@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	3-18-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 15 min
Agenda Item Name	On-call consultant contracts
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> • Engineering Services has “on-call” contracts with various consultants for specialized engineering or related services (geotech engineering, structural engineering, general civil engineering, surveying, historic resources, real estate acquisition, landscape architect, construction management, etc.) associated with the City’s public works projects. These firms are selected based on qualifications as required by RCW 39. These agreements typically last 2 years with an optional 3rd year extension. • A request for qualifications (RFQ) is being advertised for general civil and real estate acquisition now. • We expect to bring these contracts to you for approval in late March. We will request the real estate consultant contract be approximately \$200,000 and expect to request two contracts for general civil engineering, one for \$1M and the second for \$0.75M. <p>Funds expended under these contracts are reimbursed by the public works project (generally a water, sewer, storm sewer, street or trail/sidewalk project) for which the consultant is hired, generally using utility rates or state/federal loans/grants.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$0.2M - \$1M as described above</u> Current year cost: varies Subsequent year(s) cost: varies Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Funding comes from multiple sources Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A 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?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.
- 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?
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- 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 is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



City of Spokane
CONSULTANT AGREEMENT
**Title: 2024-2026 GENERAL CIVIL ENGINEERING
DESIGN FOR NON-FED AID PROJECTS**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **TD&H ENGINEERING, INC.**, whose address is 303 East Second Avenue, Spokane, Washington, 99202 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is for 2024-2026 On-Call General Civil Engineering Design Services for Non-Fed Aid Projects to the City; and

WHEREAS, the Consultant was selected through a Request for Qualification 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 Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on May 1, 2024, and ends on April 30, 2026, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

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

This agreement covers yet to be defined General Civil Engineering Design Services associated with the City of Spokane public works projects. Work initiation under this agreement shall occur as follows:

1. City personnel contact Consultant and describe overall project and needed General Civil Engineering Design work.
2. Consultant responds to City contact in writing with a proposed scope of work and budget.
3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, a brief document referencing the Consultant prepared scope of work and budget.
4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
5. Work begins

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

4. COMPENSATION.

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

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

6. REIMBURSABLES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** N/A.
- E. **Meals:** N/A.
- F. **Lodging:** N/A.
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** N/A.
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.
- K. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. **TAXES, FEES AND LICENSES.**

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

8. **CITY OF SPOKANE BUSINESS LICENSE.**

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

9. **SOCIAL EQUITY REQUIREMENTS.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual

orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be

provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

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

21. CONFIDENTIALITY.

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

22. DISPUTES.

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

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected

to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

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

24. EXPANSION FOR NEW WORK.

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

25. MISCELLANEOUS PROVISIONS.

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

and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

TD&H ENGINEERING INC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – Scope of Services

24-043

EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

LISA BROWN
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

REQUEST FOR QUALIFICATIONS

2024-2026 GENERAL CIVIL ENGINEERING DESIGN FOR NON-FED AID PROJECTS

City of Spokane, Washington

DUE DATE: MONDAY, MARCH 11, 2024
No later than 1:00 p.m.

DELIVERY: via email to: jradams@spokanecity.org

1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Department of Engineering Services (hereinafter “City”) is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms with expertise in civil engineering design.

This will be an on-call type contract for up to \$1,000,000. There is no guaranteed minimum amount of work that will be directed to the consultant as a result of the contract that will be awarded pursuant to this RFQ. The City may select two consultants as a result of this RFQ.

1.2 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

A portion of the funding for this project may come from state or federal sources. Where applicable, the contract awarded as a result of this procurement will incorporate the requirements of state or federal funding programs.

1.3 PERIOD OF PERFORMANCE

The period of performance of the contract resulting from this RFQ is tentatively scheduled to begin on or about May 1, 2024, and to end on April 30, 2026, with an optional one-year extension.

1.4 DEFINITIONS

Definitions for the purposes of this RFQ include:

City – The City of Spokane, a Washington State municipal corporation, that is issuing this RFQ.

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer or statement of qualifications submitted in response to this solicitation.

Proposer -- Individual or company submitting a Proposal in order to attain a contract with the City.

Request for Qualifications (RFQ) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to provide qualifications for evaluation.

1.5 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

1.6 ADDENDA

Addenda will be emailed.

2. SCOPE OF SERVICES

The scope of services will include civil design and associated activities (potentially including construction administration) of City of Spokane public works projects. Typical tasks/project components could include:

- Civil engineering design
- Surveying associated with the project design
- Hiring/managing subconsultants for the project design
- Environmental review
- Bid phase assistance associated with the project design
- Construction staking associated with the project design
- Construction administration associated with the project design

The City expects to assign a particular public works project design to the consultant and the consultant would complete some or all of the above (or related) tasks. If, in the City's judgement, it would be more efficient or cost effective, the City may perform some of the above tasks on a given project. For example, the City may elect to do the surveying and/or environmental review on a given project. The type of projects the City envisions assigning under this agreement are water (water main, pump station, etc.), sewer (sewer main, lift station, etc.) and/or street projects with a construction value in the range of \$1M - \$5M.

Individual project fees will be negotiated for each project.

3. GENERAL INFORMATION

3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Name	Jonathan Adams
Address	808 W. Spokane Falls Blvd., Spokane, WA 99201
Phone Number	509-625-6267
E-Mail Address	jradams@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Step	Expected Dates
Issue Request for Qualifications	Week of 2-19-24
Proposals due	3-11-24
Evaluate proposals, conduct oral interviews with finalists, if necessary	Weeks of 3-11-24 and 3-18-24
Announce selection, negotiate contract	Weeks of 3-25-24 and 4-1-24
City Council approval of contract	Weeks of 4-8-24 and 4-15-24
Contract signatures	Week of 4-22-24

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

Proposals shall be submitted via email to jradams@spokanecity.org. The email shall include subject line “SOQ – 2024-2026 Non Fed Aid On-Call General Civil Engineering”.

Proposals shall be submitted in pdf format. The entire submittal shall consist of not more than three pdf files (and, ideally, a single pdf file). Note that the City email server will not accept files larger than 10 MB, so files should be configured accordingly. If your submittal is such that you need an FTP link, please email jradams@spokanecity.org, and an FTP link will be provided.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.”

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer’s request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFQ Coordinator.

3.5 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, such revision will be emailed to you.

The City also reserves the right to cancel or reissue the RFQ in whole or in part prior to final award of a contract.

3.6 ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

3.7 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.8 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ.

3.9 NO OBLIGATION TO CONTRACT

This RFQ does not obligate the City to contract for services specified herein.

3.10 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

3.11 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Proposer agrees to sell additional items at the contracted price, terms and conditions to the City of Spokane and other public agencies contingent upon the Firm's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Proposal shall apply in the case of a sale of additional items. Firm's right to refuse to sell additional items at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted via email. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.

2. Qualifications Statement.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed (electronic signatures are acceptable) and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.).
3. Location of the facility from which the Firm would operate.
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications unless otherwise agreed by the City.
6. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principles outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

4.3 PROPOSAL (QUALIFICATION STATEMENT)

Proposers shall limit their Proposal response to a maximum of six pages excluding “letter of submittal”, résumés and reference letters. The Firm's Proposal response to the RFQ shall include at a minimum the following items:

1. A description of the Firm's qualifications/experience in the areas in design of public works projects of the type described in section 2 above
2. A staffing plan listing:

- a) personnel who will be responsible for carrying out the work.
 - b) a description of qualifications, skills (e.g., brief résumés), and responsibilities for each project participant.
3. References of at least three current/former clients (if City staff are listed, they shall be in addition to these three) for whom the Firm performed similar services on similar projects to those described herein. Identify contact persons and email addresses and phone numbers. The Firm grants permission to the City to contact the references. City staff references, if provided, shall be above and beyond the three references noted above. The City may evaluate references at the City's discretion.
 4. Include a list of contracts the Firm has had during the last two (2) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/email addresses. The Firm grants permission to the City to contact the references.
 5. If the Firm has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance, and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The RFQ Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting will be assigned to the Proposal for evaluation purposes:

Qualifications of key personnel	33%
Expertise and approach to various tasks described in Scope of Services	33%
Past performance/references relevant to areas itemized above on similar projects	34%

5.3 AWARD OF CONTRACT

This RFQ does not obligate the City to award a contract.

Award of contract, when made, will be to the Proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Proposal.

5.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 BUSINESS REGISTRATION REQUIREMENT

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

6.2 ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.3 DISPUTES

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

6.4 TERMINATION

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

For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

6.5. NONDISCRIMINATION

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

6.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A Certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm 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.

6.7 PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. 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.

6.8 LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

6.9 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 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 Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

6.10 CONFORMANCE WITH FEDERAL, STATE AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved. Note requirements listed in Attachment "A" titled "Federal Grant Funded Guidelines" incorporated herein by reference.

6.11 DEBARRED OR SUSPENDED PARTY

The City will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any Federal, State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

6.12 MAINTENANCE OF RECORDS

The Firm will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to the City, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

6.13 SINGLE AUDIT REQUIREMENTS

Any contract awarded as a result of this RFQ may include the agreement to annually audit any contracts with the City. Audits shall be performed in accordance with 2 CFR 200 Subpart F – Audit Requirements as appropriate and shall be received by the City within the twelve-month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

6.14 AMERICANS WITH DISABILITIES ACT INFORMATION

The City of Spokane, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Engineering Services at eraea@spokanecity.org or by calling 509-625-6700.

6.15 TITLE VI

The City of Spokane, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 03/25/2024**Committee Agenda type:** Consent**Date Rec'd**

3/14/2024

Clerk's File #

OPR 2024-0251

Renews #**Cross Ref #**

OPR 2019-0292

Council Meeting Date: 04/08/2024**Submitting Dept**

INFORMATION TECHNOLOGY

Project #**Contact Name/Phone**

MICHAEL 625-6468

Bid #

RFP #4481-18

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Requisition #

CR26136

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5300 INCAPSULATE - CUSTOMER RELATIONSHIP MGMT (CRM) ANNUAL

Agenda Wording

Contract with Incapsulate, LLC, Washington, DC, for our Customer Relationship Management System (CRM) Annual Software, Subscription, and Support. From 05/01/2024 through 04/30/2029. Total cost is \$784,296.96, plus sales tax.

Summary (Background)

The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including MySpokane-311 and the Mayor's Office. The City selected Incapsulate through RFP #4481-18 CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM. This contract term has added Managed Services (Base and Discretionary Hours) to the annual Subscription & Maintenance support.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 784,296.96 (plus sales tax)

Current Year Cost \$ 150,039.27 (plus sales tax)

Subsequent Year(s) Cost \$ 153,372.41 (plus sales tax) 2025

Narrative

This request is for software maintenance and support which is contractually required by the software vendor.

Amount**Budget Account**

Expense \$ 39,951.00 no sales tax

5700-53801-57200-54214-99999

Expense \$ 110,088.27 + tax

5300-73300-18850-54820-99999

Select \$

#

Select \$

#

Select \$

#

Select \$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

The following reflects the breakout between the Annual Subscription and Maintenance and Managed Services.

The subscription is in line with the previous contract of not to exceed annual 3% CPI increase. Subscription

CPI 3%	Managed Services	2024	\$119,996.21	2024	\$39,951.00	2025	\$123,596.10
2025	\$39,981.50	2026	\$127,303.98	2026	\$39,988.54	2027	\$131,123.10
2027	\$39,971.93	2028	\$135,056.80	2028	\$39,930.41	Subtotal	\$637,076.20
Total	\$836,899.58 (including tax)					Subtotal	\$199,823.38

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

Jonathan Light jlight@incapsulate.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	March 25, 2024																																
Submitting Department	IT																																
Contact Name	Michael Sloon																																
Contact Email & Phone	msloon@spokanecity.org 625-6468																																
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>																																
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:																																
Agenda Item Name	Incapsulate (CRM) Annual Software Subscription and Support																																
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only																																
Summary (Background)	<p>The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including MySpokane-311 and the Mayor’s Office. The City selected Incapsulate through RFP #4481-18 CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM. Contract term is May 1, 2024 – April 30, 2029.</p> <p>This contract term has added Managed Services (Base and Discretionary Hours) to the annual Subscription & Maintenance support. The following reflects the breakout between the Annual Subscription and Maintenance and Managed Services. The subscription is in line with the previous contract of not to exceed annual 3% CPI increase.</p> <table style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Subscription</th> <th style="text-align: left;">CPI 3%</th> <th style="text-align: left;">Managed Services</th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">2024</td> <td style="text-align: right;">\$119,996.21</td> <td style="text-align: right;">2024</td> <td style="text-align: right;">\$39,951.00</td> </tr> <tr> <td style="text-align: right;">2025</td> <td style="text-align: right;">\$123,596.10</td> <td style="text-align: right;">2025</td> <td style="text-align: right;">\$39,981.50</td> </tr> <tr> <td style="text-align: right;">2026</td> <td style="text-align: right;">\$127,303.98</td> <td style="text-align: right;">2026</td> <td style="text-align: right;">\$39,988.54</td> </tr> <tr> <td style="text-align: right;">2027</td> <td style="text-align: right;">\$131,123.10</td> <td style="text-align: right;">2027</td> <td style="text-align: right;">\$39,971.93</td> </tr> <tr> <td style="text-align: right;">2028</td> <td style="text-align: right;">\$135,056.80</td> <td style="text-align: right;">2028</td> <td style="text-align: right;">\$39,930.41</td> </tr> <tr> <td style="text-align: right;">Subtotal</td> <td style="text-align: right;">\$637,076.20</td> <td style="text-align: right;">Subtotal</td> <td style="text-align: right;">\$199,823.38</td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: right;">\$836,899.58</td> <td></td> <td></td> </tr> </tbody> </table>	Subscription	CPI 3%	Managed Services		2024	\$119,996.21	2024	\$39,951.00	2025	\$123,596.10	2025	\$39,981.50	2026	\$127,303.98	2026	\$39,988.54	2027	\$131,123.10	2027	\$39,971.93	2028	\$135,056.80	2028	\$39,930.41	Subtotal	\$637,076.20	Subtotal	\$199,823.38	Total	\$836,899.58		
Subscription	CPI 3%	Managed Services																															
2024	\$119,996.21	2024	\$39,951.00																														
2025	\$123,596.10	2025	\$39,981.50																														
2026	\$127,303.98	2026	\$39,988.54																														
2027	\$131,123.10	2027	\$39,971.93																														
2028	\$135,056.80	2028	\$39,930.41																														
Subtotal	\$637,076.20	Subtotal	\$199,823.38																														
Total	\$836,899.58																																
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p>																																
Fiscal Impact	<p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$836,899.58</u></p> <p style="padding-left: 20px;">Current year cost: \$159,947.21</p> <p style="padding-left: 20px;">Subsequent year(s) cost: 2025 \$163,577.59</p> <p style="padding-left: 40px;">2026 \$ 167,292.53</p> <p style="padding-left: 40px;">2027 \$ 171,095.04</p> <p style="padding-left: 40px;">2028 \$ 174,987.21</p> <p>Narrative: This request is for software maintenance and support which is contractually required by the software vendor.</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? The Subscription & Maintenance has been budgeted under IT (5300) and the Managed Services has been budgeted under MySpokane (5700).</p>																																

Expense Occurrence One-time Recurring N/A

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?

Not applicable – annual subscription & maintenance

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?

Not applicable – annual subscription & maintenance

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

Not applicable – annual subscription & maintenance

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Customer Relationship Management (CRM) software.



City of Spokane
CONTRACT
**CUSTOMER RELATIONSHIP
MANAGEMENT REPLACEMENT**

THIS CONTRACT is between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **INCAPSULATE, LLC**, whose address is 650 Massachusetts Avenue NW, Suite 600, Washington DC 20001, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE. The Company will provide Customer Relationship Management (CRM) Annual Software and Subscription and Support in accordance with Company’s Subscription Agreement and Quote, attached as Exhibit B and selected through RFP No. 4481-18. In the event of a discrepancy between the documents this City Contract controls.
2. CONTRACT TERMS. The Contract shall begin May 1, 2024, and run through April 30, 2029, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by agreement of the parties.
3. COMPENSATION. Total compensation under this Contract shall not exceed **SEVEN HUNDRED EIGHTY-FOUR THOUSAND TWO HUNDRED NINETY-SIX AND 96/100 DOLLARS (\$784,296.96)**, plus applicable sales tax; in accordance with the annual payment schedule set forth in Exhibit B, for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. PAYMENT. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company’s application except as provided by state law.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party’s prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

9. TERMINATION. Either party may terminate this Contract by thirty (30) days' written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Company's services to be provided under this contract;

i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company 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 Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company 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 Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company 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 Company'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 Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. DEBARMENT AND SUSPENSION. The Company 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. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

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

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company 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 Company 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.

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public

records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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

INCAPSULATE, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Company's Subscription Agreement and Quote

24-044

**EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

Quotation: City of Spokane Renewal 2024-2029

Client	City of Spokane	Contract Number	OPR 2019-0292
Project Name	311 Capsule Subscription	Date Submitted	03/04/24
Requested By	Incapsulate, LLC	Date Reply Due	04/15/24

Section One: Description of Service

Subscription & Annual Maintenance and Support for the CRM system and Department App.

Managed Services (Base and Discretionary Hours as outlined below)

Cost

Annual Cost is outlined in the tables below

Renewal Details:

05/01/2024-04/30/2025

Description	Begin Date	End Date	Cost
311 Capsule Subscription and Support	05/01/24	04/30/25	\$86,911.79
Incapsulate Department App	05/01/24	04/30/25	\$23,176.48
311 CAPSULE TOTAL			\$110,088.27
Managed Services			
Base MS	05/01/24	04/30/25	\$26,910
Discretionary Hours (126 at \$103.5/hr)	05/01/24	04/30/25	\$13,041
MS TOTAL			\$39,951
TOTAL			\$150,039.27
Tax (WA State and City) (9%)			\$9,907.94

TOTAL			\$159,947.21
--------------	--	--	---------------------

05/01/2025-04/30/2026

Description*	Begin Date	End Date	Cost
311 Capsule Subscription and Support	05/01/25	04/30/26	\$89,519.14
Incapsulate Department App	05/01/25	04/30/26	\$23,871.77
311 CAPSULE TOTAL			\$113,390.91
Managed Services			
Base MS*	05/01/25	04/30/26	\$28,255.50
Discretionary Hours (108 at 106.6/hr)	05/01/25	04/30/26	\$11,726.00
MS TOTAL			\$39,981.50
TOTAL			\$153,372.41
Tax (WA State and City) (9%)			\$10,205.18
TOTAL			\$163,577.59

*Hourly rate and costs increase 3% YoY. Base MS increases an additional 2% to support new features in the product

05/01/2026-04/30/2027

Description*	Begin Date	End Date	Cost
311 Capsule Subscription and Support	05/01/26	04/30/27	\$92,204.72
Incapsulate Department App	05/01/26	04/30/27	\$24,587.93
311 CAPSULE TOTAL			\$116,792.65
Managed Services			
Base MS	05/01/26	04/30/27	\$29,668.28
Discretionary Hours (94 at \$109.79/hr)	05/01/26	04/30/27	\$10,320.26
MS TOTAL			\$39,988.54

TOTAL			\$156,781.19
Tax (WA State and City) (9%)			\$10,511.34
TOTAL			\$167,292.53

*Hourly rate and costs increase 3% YoY. Base MS increases an additional 2% to support new features in the product

05/01/2027-04/30/2028

Description*	Begin Date	End Date	Cost
311 Capsule Subscription and Support	05/01/27	04/30/28	\$94,970.86
Incapsulate Department App	05/01/27	04/30/28	\$25,325.57
311 CAPSULE TOTAL			\$120,296.43
Managed Services			
Base MS	05/01/27	04/30/28	\$31,151.69
Discretionary Hours (78 at \$113.08/hr)	05/01/27	04/30/28	\$8,820.24
MS TOTAL			\$39,971.93
TOTAL			\$160,268.36
Tax (WA State and City) (9%)			\$10,826.68
TOTAL			\$171,095.04

*Hourly rate and costs increase 3% YoY. Base MS increases an additional 2% to support new features in the product

05/01/2028-04/30/2029

Description*	Begin Date	End Date	Cost
311 Capsule Subscription and Support	05/01/28	04/30/29	\$97,819.99
Incapsulate Department App	05/01/28	04/30/29	\$26,085.33
311 CAPSULE TOTAL			\$123,905.32
Managed Services			
Base MS (75%)	05/01/28	04/30/29	\$32,709.27

Discretionary Hours (62 at \$116.47/hr)	05/01/28	04/30/29	\$7,221.14
MS TOTAL			\$39,930.41
TOTAL			\$163,835.73
Tax (WA State and City) (9%)			\$11,151.48
TOTAL			\$174,987.21

*Hourly rate and costs increase 3% YoY. Base MS increases an additional 2% to support new features in the product

	Year 2024-2025	Year 2025-2026	Year 2026-2027	Year 2027-2028	Year 2028-2029
311 Capsule Subscription and Support	\$86,911.79	\$89,519.14	\$92,204.72	\$94,970.86	\$97,819.99
Incapsulate Department App	\$23,176.48	\$23,871.77	\$24,587.93	\$25,325.57	\$26,085.33
311 CAPSULE TOTAL	\$110,088.27	\$113,390.91	\$116,792.65	\$120,296.43	\$123,905.32
Base MS	\$26,910.00	\$28,255.50	\$29,668.28	\$31,151.69	\$32,709.27
Discretionary Hours (126)	\$13,041.00	\$11,726.00	\$10,320.26	\$8,820.24	\$7,221.14
MS TOTAL	\$39,951.00	\$39,981.503	\$39,988.54	\$39,971.93	\$439,930.41
TOTAL	\$150,039.27	\$153,372.41	\$156,781.19	\$160,268.36	\$163,835.73
Tax (WA State and City) (9%)	\$9,907.94	\$10,205.18	\$10,511.34	\$10,826.68	\$11,151.48
FINAL TOTAL	\$159,947.21	\$163,577.59	\$167,292.53	\$171,095.04	\$174,987.21

Exhibit B Subscription Agreement

This Subscription Agreement (the “**Agreement**”), is effective as of April 1, 2019 and is by and between the City of Spokane, WA (“Client”) and Incapsulate LLC (“Incapsulate”), a Delaware limited liability company.

1. Definitions.

- A. “**Claims**” or “**Claim**” means, collectively, lawsuits, actions, complaints, claims, assertions of liability (whether oral or written), losses, damages, liabilities, awards, costs and expenses.
- B. “**Confidential Information**” is defined in section 11.B of this Agreement.
- C. “**Days**” means calendar days, not business days, unless expressly stated otherwise.
- D. “**Intellectual Property**” means all intellectual property rights without limitation including patentable inventions, copyrights, trade secrets, trademarks, service marks, certification marks, know-how, and domain name rights. Intellectual Property also includes all patents and patent applications, and the reissues, divisions, continuations, renewals, extensions, continuations-in-part, and improvements thereof.
- E. “**Party**” means one of the parties to the Agreement. “**Parties**” means both parties to the Agreement: Subscriber and Incapsulate.
- F. “**Software**” means Incapsulate’s 311 Capsules which shall operate on the Subscriber’s implementation of Salesforce in its 311 systems. Specific Capsules licensed by the Client, License term and financial terms are specified in Appendix A. The Software is installed in Client’s Salesforce environment, as Managed Packages.
- G. “**Subscriber**” means the City of Spokane, WA.
- H. “**Subscriber Data**” means all electronic data or information submitted by Subscriber as part of Subscriber’s use of the Software.
- I. “**Subscription**” means the license as purchased to use the Software.
- J. “**Subscription Term**” means the term of the Subscription purchased by Subscriber. Unless expressly indicated otherwise by Incapsulate in writing, the Subscription is for one year and shall automatically renew annually upon the date of the purchase of the Subscription by Subscriber. Thirty days prior to each renewal, Subscriber agrees to pay for the next annual Subscription. Each annual subscription shall be at a cost of no more than seven percent greater than the prior year’s Subscription amount.

2. Terms of Usage.

- A. Provision of Software. Incapsulate shall make the Software available to Subscriber pursuant to this Agreement for the duration of the Subscription Term. This Agreement is not contingent on including future

Washington DC Office

1620 L Street NW
3rd Floor, Suite D
Washington, DC 20036

888.589.2571

info@incapsulate.com

incapsulate.com

functionality or features with the Software and is not entered into in reliance on any promise or representation by Incapsulate or its agents concerning any future functionality or features of the Software.

- B. License. Incapsulate grants to Subscriber a non-transferable, non-exclusive license, subject to the Terms of this Agreement, for the Subscription Term, to use the Software. Under no circumstances shall Subscriber be entitled to receive the source code to the Software, even if in case of a breach by Incapsulate. This License is limited; no other uses of the Software are implied.
- C. Limitations on License.
- (1) Subscriber may not sublicense or rent the Software to others.
 - (2) Subscriber may use the Software only in connection with providing its 311-related services.
 - (3) Subscriber may not use the Software to provide consulting services to third parties.
 - (4) Subscriber may not decompile, reverse engineer, disassemble, transfer, distribute, resell, assign, sublicense, commercially exploit, or otherwise use the Software to create any derivative works.
 - (5) Subscriber may not use any network monitoring or discovery software to determine the architecture of the Software.
 - (6) Subscriber may not use any robot, spider, or other automatic software or device, or manual process to monitor or copy the Software.
 - (7) Subscriber may not use any aspect of the Software to create similar software or services.
 - (8) Subscriber may not interfere with or disrupt the integrity or performance of the Software.
 - (9) The Parties agree that the Agreement constitutes a License, not a sale, of the Software. Any attempt by Subscriber to transfer the license in the Software, except as expressly permitted in writing by Incapsulate, shall result in immediate termination of the Subscription.
- D. Violation of the License. Should Subscriber violate the License (e.g., violate any prohibition contained in section 2.E of this Agreement) and not cure that violation within the time provided herein, and should Incapsulate undertake litigation against Subscriber to protect Incapsulate's interests, Incapsulate shall be entitled to recover its reasonable attorneys' fees and costs.
3. Intellectual Property Ownership. The Software shall remain the exclusive Intellectual Property of Incapsulate. Subscriber does not acquire any ownership in the Software because of this Agreement. Subscriber acknowledges, shall not challenge, and shall not voluntarily aid any third party in challenging Incapsulate's Intellectual Property of the Software. Per the License, Subscriber can only use the Software to City of Spokane customer relationship management services but cannot reassign, transfer, or resell outside.

4. Use by Subscriber's Contractors. Subscriber's contractors may exercise on Subscriber's behalf Subscriber's entire license rights to the Software, provided that (i) the entire use of the Software by Subscriber's employees and contractors remains within the parameters stated in the Agreement, (ii) those contractors agree to not further disclose, transfer or allow access to the Software to third parties, (iii) such contractor usage is solely for Subscriber's purposes, and (iv) the contractors abide by the limitations in section 12.B of this Agreement ("Confidentiality"). Subscriber shall be liable for any breach of this Agreement by its contractors.
5. Subscriber Responsibilities.
 - A. Subscriber's Computer Environment. Subscriber is solely responsible for the quality and maintenance of the computing environment from which it will access the Software.
 - B. Salesforce. Subscriber is responsible for licensing Salesforce software sufficient to interface with the Capsules and with the same number of seats as required under the License. At Subscriber's request, Incapsulate will assist in the procurement of the appropriate Salesforce license.
 - C. Internet Browser Compatibility. Incapsulate shall ensure that the Software is usable with Internet browsers that are compatible with Salesforce.
 - D. File Conversion. Incapsulate is not responsible for converting Subscriber's data files for use with the Software.
 - E. Data. Subscriber is solely responsible for the accuracy, completeness, and integrity of all data that it submits to or derives from the Software.

6. Incapsulate Responsibilities: Capsule Updates and Issue Reporting. The Capsule will be updated as required to ensure compliance with Salesforce Seasonal releases. This is anticipated to entail up to three (3) Capsule releases per year, (usually Spring, Summer and Winter to align with the Salesforce Seasonal releases) but may vary according to the Salesforce Seasonal release schedule. New Capsule releases shall be made available to the Subscriber on a mutually agreed schedule. The following apply to Capsule updates:

1. The Subscriber is responsible for applying the Capsule updates to the Subscriber's Salesforce Org and performing any related activities (e.g., installation, associated User Acceptance Testing, configuration, training) notwithstanding the existence of a separate support (i.e., Managed Services) agreement with Incapsulate
2. Incapsulate will provide defect resolution support, limited to defects within the Capsule itself, as below (See Capsule Defect Resolution)
3. Incapsulate can provide consulting, upgrade and training at additional cost on either a T&M basis (preferred) or Fixed Price basis. Such services are offered on a case-by-case basis through individual SOWs or on a recurring basis via the Incapsulate Managed Services offering (which requires a separate agreement)

B. Capsule Defect Resolution. Incapsulate will provide defect resolution support for functionality of Capsules not working as designed. Defects resulting for any other issues (e.g., improper configuration of the Capsule, Subscriber custom development) are not covered under this agreement.

a. Defects will be classified (and responded to) according to the following severity levels:

Severity Level (Title)	Description	Response / Resolution Approach Service Level Agreement (SLA)
Level 1 (Significant)	Causes failure of the system resulting in the inability to perform essential, customer-focused tasks (service request intake, service request routing, and/or service request closure) and/or unrecoverable loss of critical data (e.g., service request details or critical customer information). No workarounds exist.	<ul style="list-style-type: none"> ● Initial response with preliminary estimate and plan to resolve within 4 hours (Incapsulate business days 9AM-5PM EST) of Incapsulate’s receipt of the defect. ● Daily status updates to impacted Subscribers ● Capsule Patch Release issued once an issue resolved.
Level 2 (Moderate)	Results in reduced functionality essential for successful operations. A work around exists but its sustained use is unsatisfactory.	<ul style="list-style-type: none"> ● Initial response within 24 hours ● Depending on specific nature of the issue, either: <ul style="list-style-type: none"> ○ Capsule Patch Release issued as soon as issue resolved ○ Issue resolved in next scheduled (e.g., Seasonal) Capsule release
Level 3 (Minor)	Results in reduced functionality for non-critical aspects of the system. A work around exists.	<ul style="list-style-type: none"> ● Initial response within 48 hours ● Issue resolved in next scheduled (e.g., Seasonal) Capsule release

Subscribers shall be able to submit tickets electronically (via email) at anytime. Incapsulate will provide a phone number for submission of Severity Level 1 tickets between the hours of 9AM - 5PM (Pacific Time) on Incapsulate’s business days.

7. Incapsulate’s Warranties and Covenants, Remedies and Disclaimer.

- A. Availability. Availability of the Software is subject to the availability of the Salesforce environment. Subscriber expressly acknowledges and understands that there will be with exceptions to Availability for commercially reasonable downtime in line with other commercial software services for business functions, including such commercially reasonable downtime due to maintenance and, for repair, or updates whether scheduled or otherwise occasional technical difficulties.
- B. Subscriber Data Security Warranty. Incapsulate shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Subscriber Data. Incapsulate shall not (i) modify Subscriber Data, (ii) disclose Subscriber Data except as compelled by law in accordance with a “**Compelled Disclosure**” (as set forth below) or as expressly permitted in writing by Subscriber or by this Agreement, or (iii) access Subscriber Data except to provide the Software or prevent

- or address service or technical problems, or at Subscriber's request. (The foregoing is the "**Subscriber Data Security Warranty.**") Nevertheless, despite the foregoing, should there occur a breach in the security of Subscriber Data (a "**Subscriber Data Security Breach**"), such as but not limited to disclosure by Incapsulate of Subscriber Data to an unauthorized third party or Incapsulate permitting an unauthorized third party to have access to Subscriber Data, then Incapsulate's sole notice obligation shall be to give notice to Subscriber of that data security breach. It shall be Subscriber's sole responsibility (and not Incapsulate's responsibility) to give notice of the Subscriber Data Security Breach to any other person or party as required by applicable law or as may be prudent for legal or business reasons. Incapsulate shall have no other responsibility or liability for a Subscriber Data Security Breach than otherwise set forth herein including, but not limited to, any security breach involving or resulting from Subscriber's use of Salesforce.
- C. **Remedy for Breach:** Should Incapsulate breach the Subscriber Data Security Warranty, Subscriber's sole remedy shall be for Incapsulate to repair the Software by restoring them to the standard of the applicable warranty.
- D. **Warranty Disclaimer.** Incapsulate provides only the covenants and warranties stated expressly in this Agreement. INCAPSULATE MAKES NO OTHER COVENANTS OR WARRANTIES AS TO THE SOFTWARE, AND IT DISCLAIMS EACH OF THE FOLLOWING WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW: (i) IMPLIED WARRANTY OF MERCHANTABILITY; (ii) IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EVEN IF INCAPSULATE HAS BEEN ADVISED OF SUCH PURPOSE; (iii) IMPLIED WARRANTY OF NON-INFRINGEMENT, NON-MISAPPROPRIATION, AND NON-INTERFERENCE; (iv) IMPLIED WARRANTY OF ACCURACY; AND (v) IMPLIED WARRANTY OF SYSTEM INTEGRATION. Subscriber agrees that no representations, warranties or covenants have been made regarding the Software other than those in this Agreement.
8. **Audit.** Incapsulate may audit the business records and computer systems of Subscriber to ascertain whether Subscriber's use of the Software has been and is within the scope of the Subscription granted to Subscriber, including but not limited to compliance with: (i) the limitation of usage to the designated Subscriber; and (ii) the confidentiality, trade secret, and non-circumvention obligations set forth in this Agreement. Incapsulate shall provide Subscriber at least 30 days' notice prior to an audit. Incapsulate may use contracted professionals to assist in the audit or to conduct it on behalf of Incapsulate, such as accountants and computer technicians. Incapsulate shall be responsible to Subscriber for ensuring that any such contracted professionals maintain the confidentiality of Subscriber's Confidential Information. Subscriber shall cooperate in any such audit by making relevant business records and computer systems available to Incapsulate and organized for review. Subscriber shall not destroy evidence of the extent of its use of the Software between the time of receipt of notice of an audit and the completion of the conduct of the audit; doing so shall create a presumption that Subscriber was willfully using the Software in excess of its license rights. Incapsulate may not audit more than once per calendar year unless a past audit by Incapsulate has demonstrated that the Subscriber was using the Software in violation of the terms of this Agreement. If Incapsulate's audit does not uncover any violation of the terms of this Agreement, then each Party shall bear all of its own costs associated with the audit. If Incapsulate's audit reveals usage of the Software in violation of the terms of this Agreement, then the Subscriber shall pay to Incapsulate all of Incapsulate's out-of-pocket costs associated with the audit plus Incapsulate's then-current list-price for any unlicensed usage of the Software, i.e., the price that Incapsulate charges to a subscriber who does not presently have a Subscription to the Software and who is not entitled to any discounts. Subscriber shall pay such sums within 30 days of written notice of the audit results from Incapsulate, and Subscriber shall pay interest at a rate of 1.5 percent per month on any sum not paid within such 30 days. Should Incapsulate deem it necessary to utilize legal services to collect the sum

due from Subscriber, Incapsulate shall be entitled to collect its reasonable attorneys' fees and costs from Subscriber, including both legal fees spent before and after the filing of suit. Incapsulate's rights and remedies stated in this section do not limit the other causes of action and remedies that Incapsulate may have under the Agreement or applicable law.

9. Limitation on Liability.

- A. FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR THE PAYMENT OF ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST BUSINESS, LOST PROFITS, INTERRUPTED OPERATIONS, OR LOST OR DAMAGED DATA, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INCAPSULATE'S ENTIRE LIABILITY TO SUBSCRIBER FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER TO INCAPSULATE UNDER THIS AGREEMENT.
- B. THE LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES, EXCLUSIVITY OF REMEDIES, AND OTHER LIMITATIONS IN THIS AGREEMENT ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES (WITHOUT WHICH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WOULD NOT OCCUR) AND WILL APPLY EVEN IF A REMEDY, WARRANTY, OR COVENANT FAILS IN ITS ESSENTIAL PURPOSE.

10. Marking and Usage of Data

- A. Markings. Subscriber shall not remove, obscure or alter any Intellectual Property marking, confidentiality marking, or legal notice included with or otherwise relevant to any aspect of the Software. Subscriber shall not permit others to do so.
- B. License to Use Feedback. Subscriber grants to Incapsulate an irrevocable, royalty-free, worldwide license of unlimited duration to use, modify, and incorporate into the Software any feedback, suggestions, requests, or recommendations relating to the Software.
- C. Usage Data. Subscriber grants to Incapsulate an irrevocable, royalty-free, worldwide license of unlimited duration to use, modify, and incorporate into its own support offering, product development, operational plans, and sales or marketing materials, any anonymous usage data acquired from Subscriber's use of the Software.
- D. Use of Name. Subscriber expressly agrees that Incapsulate may make references to Subscriber and Subscriber's URL and may use Subscriber's name, trademark, and logo for the limited purpose of publishing it in Incapsulate's current list of subscribers. Incapsulate may also respond to any inquiry regarding whether Subscriber is a licensee and user of the Software.

11. Term and Termination; Renewal. The Agreement will remain in effect for the Subscription Term unless terminated earlier by a Party for a reason stated below.

- A. Term. Unless expressly indicated otherwise by Incapsulate in writing, the Subscription Term is for one year measured from the date of this Subscription Agreement.
- B. Automatic Subscription Renewal. The Subscription shall automatically renew after each Subscription Term for an additional year unless the Subscriber notifies Incapsulate at least 30 days before the end of the Subscription Term that it chooses not to have the Subscription renew.
- C. This Agreement may be terminated as follows:
 - (1) by either Party, upon Notice, if the other Party is in material breach of any of its obligations and the breach is not capable of being cured;
 - (2) by Subscriber providing notice of non-renewal at least 30 days prior to the end of any Subscription Term;
 - (3) by Incapsulate providing notice of non-renewal at least 30 days prior to the end of any Subscription Term; and
 - (4) Immediately by Incapsulate after providing Subscriber notice that it is in violation of this Agreement and Subscriber fails to cure such violation within 15 days of the date of such notice of violation.
- D. Termination. Within five days of the effective date of termination, Subscriber will certify in writing to Incapsulate that Subscriber has ceased any and all use of the Software. Should Subscriber fail to so certify within those five days after termination, Subscriber agrees that it shall be liable for a Subscription fee in an amount of one month pro-rated to the annual fee.
- E. Termination of this Agreement shall not bar either Party from pursuing any cause of action or remedy it may have available against the other Party for breach of the Agreement.

12. General Terms.

- A. Assignment. Incapsulate may assign the Agreement to a successor to its business or purchaser of a majority of controlling interest. This Agreement may not be assigned by Subscriber.
- B. Confidentiality.
 - (1) **“Confidential Information”** means, collectively: (a) the trade secrets of a Discloser; (b) information that Discloser has kept confidential; (c) information that Discloser is obligated to keep confidential to some extent by law; and (d) information that a third party has provided to Discloser under an obligation of confidentiality.
 - (2) Confidential Information of Subscriber. The Subscriber Data is the Confidential Information of Subscriber.
 - (3) **“Recipient”** means the Party receiving Confidential Information.

Washington DC Office

1620 L Street NW
3rd Floor, Suite D
Washington, DC 20036

888.589.2571

info@incapsulate.com

incapsulate.com

- (4) **“Discloser”** means the Party that discloses, transmits or allows access to Confidential Information to Recipient.
- (5) **Marking.** The Subscriber Data are Confidential Information and do not need to be marked as such to have such status. For any other information to have Confidential Information status, Discloser must mark it conspicuously as “Confidential Information” or with other words that convey the same meaning, unless federal, state or local law makes that type of information confidential (e.g., “protected health information” under HIPAA).
- (6) **Exclusions from Confidential Information.** Confidential Information shall not include information that: (a) constitutes general skills and experience gained under this Agreement; (b) is already known by Recipient at the time of disclosure as established through written evidence pre-dating this agreement; (c) is publicly available at the time of disclosure or subsequently becomes publicly available through no fault of Recipient; (d) is required to be disclosed by governmental or judicial order; (e) is rightfully acquired by Recipient from a third party who is not in breach of an agreement to keep such information confidential; or (f) is developed by personnel of Recipient independently of, and without access or exposure to, the Confidential Information.
- (7) **Confidentiality Obligation.** Except as otherwise provided herein, Recipient shall not disclose Confidential Information, allow access to it or transfer it to third parties, or use it for any reasons other than performing this Agreement or exercising the license rights granted to it under this Agreement. Recipient shall make best efforts to protect the confidentiality of Confidential Information, and shall protect it at least as carefully as it protects its own sensitive confidential information. If a Recipient believes that there has been an unauthorized disclosure, access, transfer, or use of Confidential Information, it shall notify Discloser as soon as possible.
- (8) **Compelled Disclosure.** The Recipient may disclose Confidential Information of the Disclosure if it is compelled by law to do so, provided that the Recipient gives the Disclosure prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser’s cost, if the Disclosure wishes to contest the disclosure. If the Recipient is compelled by law to disclose the Discloser’s Confidential Information as part of a legal proceeding (except for litigation initiated by one Party against the other Party), the Disclosure shall reimburse the Recipient for its attorneys’ fees and costs incurred and for Recipient’s reasonable cost of compiling and providing secure access to such Confidential Information.
- (9) **Contractors.** Recipient may disclose Confidential Information to its contractors provided that such contractors adhere to rules stated in this section, and such contractors use the Confidential Information solely to perform Recipient’s obligations under this Agreement. A Recipient who discloses Confidential Information to a contractor shall be liable for the contractor’s handling of the Confidential Information as if the contractor were an employee of Recipient. Under no circumstances may a Recipient disclose Confidential Information to a competitor of the Disclosure.
- (10) **Term of Confidentiality.** The confidentiality obligations under this Agreement shall survive with respect to Confidential Information until such information is excluded from the definition of Confidential Information.

- C. Taxes. Subscriber shall be solely liable for any taxes resulting from this Agreement or any activities hereunder (exclusive of taxes on Incapsulate's gross and/or net income), even if Incapsulate does not collect the tax from the Subscriber. Any taxes for which Subscriber is liable shall not reduce the amount due to Incapsulate under this Agreement. If either Party determines that a tax will be imposed for which Subscriber is responsible under this Agreement, Incapsulate may require Subscriber to prepay the tax to Incapsulate or the taxing authority, as appropriate, before Incapsulate continues its performance under this Agreement. If Subscriber claims exemption from any taxes, at Incapsulate's request, Subscriber shall provide Incapsulate with documentation sufficient to support tax exemption. Subscriber shall indemnify, hold harmless and defend Incapsulate from any claim asserted by a taxing authority arising from or related to taxes owed (exclusive of taxes on Incapsulate's gross and/or net income) or purported tax exemptions, including all penalties and interest.
- D. Agreement Modification or Replacement. The Parties may agree to amend or replace this Agreement at any time in the future, including at the time of any renewal of Subscriber's Subscription to the Software. Any such agreement must be in writing and executed by both parties. This Agreement shall not be supplemented or modified by Subscriber's boilerplate contracting documents, including purchase orders, work orders, order acknowledgments, and shipping documents. The boilerplate terms in such documents shall have no contractual effect unless Incapsulate agrees to them expressly and in writing.
- E. Disputes.
- (1) Resolving Disputes. This Agreement and the Parties' relationship shall be governed by and construed under the laws of the State of Delaware and applicable federal law, and Delaware's choice of law rules shall not change this governing law. Any litigation between the Parties shall occur only in the state courts for the State of Delaware, or the federal courts in the U.S. District Court for the District of Delaware. Subscriber consents to such personal jurisdiction and irrevocably stipulates that, by entering into this Agreement, such courts have personal jurisdiction over the Subscriber for all claims arising from or related to this Agreement or its subject matter.
- F. Limitation on Time to Assert a Claim. Each party shall assert any claim against the other party arising from or related to the Software within two years of the accrual of the claim. A counterclaim is not barred if the claim filed by the other party is timely under this section. Otherwise, all claims not made within the time provided by this section are waived and barred.
- G. Notices. Any notice to Incapsulate shall be directed to this contact and address:

Sonali Bharadwaj
Chief Financial Officer
Incapsulate, LLC
1620 L Street – 3rd Floor, Suite D
Washington, DC 20036

sbharadwaj@incapsulate.com

Washington DC Office

1620 L Street NW
3rd Floor, Suite D
Washington, DC 20036

888.589.2571

info@incapsulate.com

incapsulate.com

Any notices to Subscriber shall be directed to this contact and address:

[Redacted contact information]

Each Party may change its address by the means provided herein for giving Notice. Any Notices sent pursuant to this Agreement shall be in writing (including email), and become effective when the email is received, delivered by hand, or by FedEx or similar commercial carrier.

- H. Force Majeure. Incapsulate shall not be liable for any failure or delay caused by events beyond Incapsulate’s reasonable control including, without limitation, Subscriber’s failure to perform its obligations in a timely fashion. Should Incapsulate be delayed from performing its obligations because of an event beyond its reasonable control, Incapsulate may and shall resume performance when the obstacle to performance is removed. Subscriber expressly agrees that any act or omission on the part of Salesforce which disrupts the Software shall fall under terms of this sub-section.
- I. Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of the Agreement will remain in effect.
- J. Headings. The headings in this Agreement shall not be considered in interpreting this Agreement.
- K. Waiver. No waiver, by either party, of any breach by the other party of any of the terms of this Agreement, shall be a waiver of any other breach of the same or other provisions; no such waiver shall be effective unless in a writing signed by the waiving party.
- L. Drafter. This Agreement shall not be interpreted based upon any rule of construction against the drafter.
- M. Authorized Signer. Each person signing this Agreement represents and covenants that he or she has the authority to do so on behalf of the entity on whose behalf that person purports to be acting.
- N. Survival of Terms. Any terms of this Agreement that by their nature extend beyond the termination of this Agreement remain in effect post-termination.

AGREED:

Incapsulate, LLC

Washington DC Office
1620 L Street NW
3rd Floor, Suite D
Washington, DC 20036

888.589.2571
info@incapsulate.com
incapsulate.com

By: _____
Sonali Bharadwaj, COO

SUBSCRIBER:

By: _____

Name: _____

Title: _____

Washington DC Office

1620 L Street NW
3rd Floor, Suite D
Washington, DC 20036

888.589.2571

info@incapsulate.com

incapsulate.com

Appendix A

Customer: City of Spokane, WA

Subscribed Capsules	Term	Cost	Payment Terms	Restrictions or Comments
Incapsulate 311 Capsule Built on Salesforce Platform	Year 1	\$75,000.00 (pre-tax)	Payable at project kickoff	
Incapsulate 311 Capsule Built on Salesforce Platform	Year 2	\$77,242.50 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	
Incapsulate 311 Capsule Built on Salesforce Platform	Year 3	\$79,552.05 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	
Incapsulate 311 Capsule Built on Salesforce Platform	Year 4	\$81,930.66 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	
Incapsulate 311 Capsule Built on Salesforce Platform	Year 5	\$84,380.38 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	
Incapsulate Department App	Year 1	\$20,000.00 (pre-tax)	Invoiced at project kickoff	Up to 50 users
Incapsulate Department App	Year 2	\$20,598.00 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	Up to 50 users
Incapsulate Department App	Year 3	\$21,213.88 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	Up to 50 users
Incapsulate Department App	Year 4	\$21,848.18 (pre-tax)	Invoiced annually at the beginning of each contract year and payable	Up to 50 users

Washington DC Office

1620 L Street NW
3rd Floor, Suite D
Washington, DC 20036

888.589.2571

info@incapsulate.com

incapsulate.com

			within 30 days of invoicing	
Incapsulate Department App	Year 5	\$22,501.44 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	Up to 50 users

Pricing for additional Department Worker Mobile App users:

Product	Number of Users	Yearly Cost*
Incapsulate Department Worker Mobile App Subscription	1-50 Users	\$20,000.00
	51-100 Users	\$30,000.00
	101-200 Users	\$45,000.00
	Unlimited Users	\$50,000.00

*Costs shown above are for Year 1.

Washington DC Office

1620 L Street NW
3rd Floor, Suite D
Washington, DC 20036

888.589.2571

info@incapsulate.com

incapsulate.com



< Business Lookup

License Information:

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

Entity name: INCAPSULATE, LLC

Business name: INCAPSULATE, LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-407-883

Business ID: 001

Location ID: 0001

Location: Active

Location address: 650 MASSACHUSETTS AVE NW
STE 600
WASHINGTON DC 20001-3979

Mailing address: 650 MASSACHUSETTS AVE NW
STE 600
WASHINGTON DC 20001-3979

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane General Business - Non-Resident				Active	Mar-31-2024	Mar-19-2019

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

Governing people	Title
BATISH, SONALI	Member

The Business Lookup information is updated nightly. Search date and time: 3/20/2023 8:26:15 AM



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF INSURANCE

Certificate Number: 2023-ACC-17-City of Spokane

Valid as of: January 09, 2024

PRODUCER Aon Risk Services Northeast, Inc. One Liberty Plaza, 165 Broadway, Suite 3201 New York, New York 10006 PHONE: 212-441-1000 FAX: 212-441-1953

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED Accenture LLP Incapsulate, LLC 650 Massachusetts Avenue NW Suite 600, Office 81 Washington DC 20001

Table with 2 columns: INSURER (A, B, C, D) and Company Name (AIG Specialty Insurance Company)

COERAGES This certificate supersedes and replaces any previously issued certificate.

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, LIMITS. Rows include General Liability, Automobile Liability, Garage Liability, Business Liability, Workers Compensation and Employers' Liability, and Professional Indemnity.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Coverage includes cyber liability.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/25/2024

Committee Agenda type: Consent

Date Rec'd 3/13/2024

Clerk's File # OPR 2019-0293

Renews #

Cross Ref #

Council Meeting Date: 04/08/2024

Submitting Dept	INFORMATION TECHNOLOGY	Project #	
------------------------	------------------------	------------------	--

Contact Name/Phone	MICHAEL 625-6468	Bid #	RFP 4481-18
---------------------------	------------------	--------------	-------------

Contact E-Mail	MSLOON@SPOKANECITY.ORG	Requisition #	CR26137
-----------------------	------------------------	----------------------	---------

Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	MCATHCART BWILKERSON ZZAPPONE		
---------------------------	-------------------------------	--	--

Agenda Item Name	5300 CARAHSOFT - SALESFORCE LICENSES ANNUAL SUPPORT		
-------------------------	---	--	--

Agenda Wording

Contract Renewal with Carahsoft Inc., of Reston, Virginia, who provides Salesforce licenses and support for the City's CRM System. From 05/01/2024 through 04/30/2025. Total one-time cost of \$127,864.35, plus sales tax.

Summary (Background)

The Customer Relationship Mgmt (CRM) system is the application used to track citizen engagement through multiple city entities, including My Spokane-311, Utility Billing, Mayor's Office, Solid Waste Mgmt, City Council & Streets Departments. Carahsoft supplies Salesforce licensing in support of City's Customer Relationship Mgmt (CRM). Salesforce was selected & implemented in 2019. 2023 contracted amount was \$122,663.11, plus tax. The difference from 2023 to 2024 is the contractual CPI increase.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 139,372.14
------------	---------------

Current Year Cost	\$ 139,372.14
-------------------	---------------

Subsequent Year(s) Cost	\$ 149,128.20
-------------------------	---------------

Narrative

This request is for software maintenance and support which is contractually required by the software vendor.

Amount

Budget Account

Expense	\$ 139,372.14 with sales tax	# 5300-73300-18850-54820-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	MARTINEZ, LAZ
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	WAHL, CONNIE

Distribution List

Kristian.Gaddis@carahsoft.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	klund@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	March 25, 2024
Submitting Department	IT
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org 625-6468
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CP Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Salesforce Annual Software Maintenance and Support
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including My Spokane-311, Utility Billing, Mayor’s Office, Solid Waste Management, City Council and Streets Departments. Carahsoft supplies the Salesforce licensing in support of the City’s Customer Relationship Management (CRM). Salesforce was selected and implemented in 2019. Contract amount is \$139,372.14 including tax. Contracted term of 5/1/24 – 4/30/25. 2023 contracted amount was \$133,702.79 including tax. The difference from 2023 to 2024 is the contractual CPI increase.
Summary (Background)	*use the Fiscal Impact box below for relevant financial information
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: <u>\$139,372.14</u>	
Current year cost: \$139,372.14	
Subsequent year(s) cost: 149,128.20	
Narrative: This request is for software maintenance and support which is contractually required by the software vendor.	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Select Funding Source*	
Is this funding source sustainable for future years, months, etc? This software is annually budgeted.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
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?	
Not applicable – annual support & maintenance	
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?	
Not applicable – annual support & maintenance	

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

Not applicable – annual support & maintenance

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Salesforce CRM software.



City of Spokane
CONTRACT RENEWAL
Title: PURCHASE AND CONTRACT FOR ANNUAL SUPPORT OF SALESFORCE CRM LICENSES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CARASOFT TECHNOLOGY CORPORATION** whose address is 11493 Sunset Hills Road, Suite 100, Reston, Virginia 20190 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Purchase and Contract for Annual Support of Salesforce CRM Licenses for the City; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated April 26, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on May 1, 2024 and end on April 30, 2025.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY-FOUR AND 35/100 DOLLARS (\$127,864.35)**, plus tax, in accordance with Company's Quote No. 42513151, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Company 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.

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 Renewal by having legally-binding representatives affix their signatures below.

CARASOFT TECHNOLOGY CORP.

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 - Certificate of Debarment
- Exhibit B – Carahsoft Technology Corp. Quote No. 42513151

**EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B



GOVERNMENT PRICE QUOTATION
SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com



TO: Carlos Plascencia
 Assistant Procurement Specialist
 City of Spokane
 808 West Spokane Falls Boulevard
 7th Floor-City Hall
 Spokane, WA 99201 USA

FROM: Kristian Gaddis
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: cplascencia@spokanecity.org

EMAIL: Kristian.Gaddis@carahsoft.com

PHONE: (509) 625-6399

PHONE: (571) 662-3423

FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 UEI: DT8KJHZXVJH5
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO:	42513151
QUOTE DATE:	01/12/2024
QUOTE EXPIRES:	04/25/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	\$127,864.35
WA Tax	\$11,507.79
TOTAL QUOTE:	\$139,372.14

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	200012637	Service Cloud - Enterprise Edition Start Date: 05/01/2024 End Date: 04/30/2025		\$1,778.82	OM 55	\$97,835.10
2	200005833	Customer Community - Enterprise Edition - Logins (Per Month) Start Date: 05/01/2024 End Date: 04/30/2025		\$9.9722	OM 1,001	\$9,982.17
3	200000008	Knowledge Start Date: 05/01/2024 End Date: 04/30/2025		\$847.06	OM 2	\$1,694.12
4	200000147	Heroku - 1 Dyno Unit (Per Month) Start Date: 05/01/2024 End Date: 04/30/2025		\$508.24	OM 5	\$2,541.20
5	200000009	Live Agent Start Date: 05/01/2024 End Date: 04/30/2025		\$847.06	OM 12	\$10,164.72
6	200000204	Data Storage (500MB) Start Date: 05/01/2024 End Date: 04/30/2025		\$1,411.76	OM 4	\$5,647.04
SUBTOTAL:						\$127,864.35
TOTAL PRICE:						\$127,864.35
WA Tax						\$11,507.79
TOTAL QUOTE:						\$139,372.14



GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com



****ATTENTION** PO MUST INCLUDE ALL ITEMS LISTED BELOW FOR PROCESSING****
- Quote #42513151

Unless otherwise provided in the applicable Agreement, any increase in subscription pricing for the first renewal term will not exceed 7% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties. Notwithstanding the foregoing, any consumption-based Services which are subject to a rate card as set forth in the product terms for the applicable Services and any support or resource-based Services are not subject to any price increase limitations.

Heroku - 1 Dyno

Each Heroku - 1 Dyno Unit (Per Month) subscription includes 750 Dyno hours per month. Customer understands that the above limitation is contractual in nature (i.e., this limitation is not enforced in the Services as a technical matter) and therefore agrees to strictly review its Users' use of such subscriptions and enforce such limitation. SFDC may review Customer's use of such subscriptions at any time through the Services. If in any calendar month, Customer exceeds its permitted number of Dyno hours, SFDC reserves the right to charge Customer list price for as many additional Heroku - 1 Dyno Unit (Per Month) needed to cover all Dyno hours consumed in excess of the permitted number of Dyno hours. Such additional fees will be charged to Customer monthly in arrears via the billing or payment method specified above.

Customer must reference Quote number and Contract # on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties or noted in these quote terms or contract

Licensee agrees that any order for Salesforce Services will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms, copies of which are found at <https://carah.io/SFDC-TOU> and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the TOU, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Product Terms Directory: <http://carah.io/Product-Terms-Directory>

Help & Training: <http://carah.io/Help>

Government Cloud Plus: <http://www.carahsoft.com/government-cloud-terms>

A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here: https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1



< Business Lookup

License Information:

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

Entity name: CARAHSOFT TECHNOLOGY CORPORATION

Business name: CARAHSOFT CORPORATION

Entity type: [Profit Corporation](#)

UBI #: 603-053-226

Business ID: 001

Location ID: 0002

Location: Active

Location address: 113 TAZEWELL AVE
CAPE CHARLES VA 23310-3129

Mailing address: 11493 SUNSET HILLS RD
STE 100
RESTON VA 20190-5230

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

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

Endorsements

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Spokane General Business - Non-Resident				Active	Oct-31-2024	Jun-26-2018

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

Governing people	Title
ABOD, CRAIG P.	
MOORE, ROBERT	
SMITH, KRISTINA	
SZCZEPANEK, JILLIAN	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/12/2024 2:08:33 PM



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2023

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

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

PRODUCER Marsh & McLennan Agency LLC 5500 Cherokee Avenue, Suite 300 Alexandria VA 22312	CONTACT NAME: PHONE (A/C. No. Ext): 800-274-0268		FAX (A/C. No):	
	E-MAIL ADDRESS: certificates@MarshMMA.com			
INSURER(S) AFFORDING COVERAGE			NAIC #	
INSURER A : Lloyds Syndicate 2623/623			55555	
INSURED Carahsoft Technology Corp. FedResults, Inc. 11493 Sunset Hills Road Suite 100 Reston VA 20190	INSURER B : The Cincinnati Insurance Company			10677
	INSURER C :			
	INSURER D :			
	INSURER E :			
	INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 714071367

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		ENP0651059	4/19/2023	4/19/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		ENP0651059	4/19/2023	4/19/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENP0651059	4/19/2023	4/19/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Cyber & Professional Liability			W301BF210101	8/27/2022	8/27/2023	\$5,000,000 Occ/Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Spokane and its subsidiaries are Additional Insured with regard to General Liability ATIMA.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
 808 W Spokane Falls Blvd
 Spokane WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/25/2024

Committee Agenda type: Discussion

Date Rec'd 3/13/2024

Clerk's File # RES 2024-0033

Renews #

Cross Ref #

Council Meeting Date: 04/08/2024

Submitting Dept	NEIGHBORHOOD, HOUSING &	Project #	
------------------------	-------------------------	------------------	--

Contact Name/Phone	DAWN KINDER 625-6443	Bid #	
---------------------------	----------------------	--------------	--

Contact E-Mail	DKINDER@SPOKANECITY.ORG	Requisition #	
-----------------------	-------------------------	----------------------	--

Agenda Item Type	Resolutions		
-------------------------	-------------	--	--

Council Sponsor(s)	MCATHCART BWILKERSON		
---------------------------	----------------------	--	--

Agenda Item Name	1680 - DIRECTOR OF COMMUNITY, HOUSING AND HUMAN SERVICES		
-------------------------	--	--	--

Agenda Wording

Appointment of Arielle Anderson as the Director of Community, Housing, and Human Services

Summary (Background)

Arielle Anderson was selected for appointment to the position by Mayor Brown and is being presented for confirmation to the Director of Community, Housing, and Human Services.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ \$119,855.97 for the remainder of 2024

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

KINDER, DAWN

Division Director

KINDER, DAWN

Accounting Manager

BUSTOS, KIM

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

korlob@spokanecity.org

Committee Agenda Sheet

Community, Housing, and Human Services

Submitting Department	Human Resources
Contact Name & Phone	Dawn Kinder, Director of Neighborhood, Housing, and Human Services
Contact Email	dkinder@spokanecity.org 509-625-6443
Council Sponsor(s)	Council Member Wilkerson Council Member Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 <u> </u> min. _____
Agenda Item Name	Council Confirmation of Mayoral Appointee – Director of Community, Housing and Human Services
Summary (Background)	<ul style="list-style-type: none"> • <u>Appointment of Arielle Anderson as the Director of Community, Housing, and Human Services</u> <p>Arielle Anderson was selected for appointment to the position by Mayor Brown and is being presented for confirmation to the Director of Community, Housing, and Human Services.</p>
Proposed Council Action & Date:	Confirm the Appointment of Arielle Anderson as the Director of Community, Housing, and Human Services.
Fiscal Impact: Total Cost: <u>\$119,855.97</u> for the remainder of 2024 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: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
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?	
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?	

RESOLUTION 2024-0033

A Resolution approving the appointment of Arielle Anderson as the Director of Community, Housing, and Human Services for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 E of the City Council Rules of Procedure states that approval of appointment of department heads shall be by Resolution; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Arielle Anderson as Director of Community, Housing, and Human Services for the City of Spokane --

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Arielle Anderson as the Director of Community, Housing, and Human Services for the City of Spokane.

PASSED BY THE CITY COUNCIL ON _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: PIES **Date:** 03/18/2024

Committee Agenda type: Consent

Date Rec'd 3/5/2024

Clerk's File # RES 2024-0034

Renews #

Cross Ref # OPR 2024-0252

Council Meeting Date: 04/08/2024

Submitting Dept WASTEWATER MANAGEMENT **Project #**

Contact Name/Phone KYLE 625-4647 **Bid #**

Contact E-Mail KARRINGTON@SPOKANECITY.ORG **Requisition #** VALUE BLANKET

Agenda Item Type Resolutions

Council Sponsor(s) BWILKERSON JBINGLE KKLITZKE

Agenda Item Name 4320 RESOLUTION AND PURCHASE FOR HUBER TECHNOLOGY FOR PARTS AND

Agenda Wording

Resolution with Huber Technology, Inc. for parts, supplies and service for SE EscaMax Fine Screen and HydroPress Washer Compactor parts for a period of (5) years for up to \$1,100,000.00 without public bidding. Period of 4/1/24 to 3/31/29.

Summary (Background)

Council approval of a sole source resolution and purchase of Huber Technology, Inc. parts and service. These parts are used to provide preliminary treatment screening of wastewater at the Riverside Park Water Reclamation Facility (RPWRF). A value blanket is requested for purchases of parts and supplies for 5-years. Any service will initiate a Public Works service contract. Total cost including parts and service will not exceed \$1,100,000.00 over the 5-year period (4/1/24 to 3/31/29).

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 1,100,000.00

Current Year Cost \$ 400,000.00

Subsequent Year(s) Cost \$ 500,000.00

Narrative

Current year cost: \$400,000.00 Subsequent year(s) cost: \$80,000.00 per year for 5 years (\$500,000.00) Total value blanket \$900,000.00 - initial parts purchase (\$400,000.00 for 2024) and \$200,000.00 as needed for service contracts.

Amount

Budget Account

Expense \$ 400,000.00 # 4320.43290.35148.54801.10099

Expense \$ 500,000.00 # 4320.43230.35148.53210

Expense \$ 200,000.00 # 4320.43230.35148.54803

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

ARRINGTON, KYLE

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

Cedric.Anthony@hhusa.net

hbarnhart@spokanecity.org

kkeck@spokanecity.org

mmurray@spokanecity.org

Tax & Licenses

Cedric.Anthony@hhusa.net

rpwrfaccounting@spokanecity.org

tlester@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	March 18 th , 2024
Submitting Department	Wastewater Management/Riverside Park Water Reclamation Facility (RPWRF)
Contact Name	Kyle Arrington
Contact Email & Phone	karrington@spokanecity.org
Council Sponsor(s)	CP Wilkerson, CM Bingle, CM Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Resolution with purchase for Huber Technology Inc. for Parts and Service
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Council approval of a sole source resolution and purchase of Huber Technology, Inc. parts and service. These parts are used to provide preliminary treatment screening of wastewater at the Riverside Park Water Reclamation Facility (RPWRF). A value blanket is requested for purchases of parts and supplies for 5-years. Any service will initiate a Public Works service contract. Total cost including parts and service will not exceed \$1,100,000.00 over the 5-year period (4/1/24 to 3/31/29).
<p>*use the Fiscal Impact box below for relevant financial information</p>	<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1,100,000.00</u></p> <p style="padding-left: 20px;">Current year cost: \$400,000.00</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$80,000.00 per year for 5 years (\$500,000.00) value blanket – Total value blanket (\$900,000.00) which includes parts purchase of (\$400,000.00) for 2024. (\$200,000.00) as needed for service contracts.</p> <p>Narrative: These process components will allow the facility to maintain continuous compliance with regulatory requirements. Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer bills.</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes, sewer rates and this large initial purchase was planned in the CIP budget.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</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>Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their City utility bills.</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?

N/A: The proposed expenditure is for critical utility infrastructure and our NPDES permit.

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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 proposal aligns with the City's Purchasing Policy. This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. PIES 3/18/24

SOLE SOURCE RESOLUTION 2024-0034

A RESOLUTION declaring Huber Technology, Inc. a Sole Source provider and authorizing the purchase of parts, supplies and service for SE EscaMax Fine Screen and HydroPress Washer Compactor parts for the Riverside Park Water Reclamation Facility for a period of five (5) years for up to \$1,100,000.00 without public bidding.

WHEREAS, Huber is the sole provider of a licensed, or patented good that is compatible with our existing equipment.; and

WHEREAS, Huber is the designer, manufacturer and authorized servicer of this equipment. Any non-factory parts will void all warranty; and

WHEREAS, Huber engineered this equipment that is very specialized and unique to itself. They are the sole manufacturer of the parts for these machines; and

WHEREAS, The parts for these machines are wear and tear items and at some time will need to be replaced. This is a known and ongoing item that is budgeted for in the O&M budget as well as the capital budget; and

WHEREAS, Pricing is consistent with the previous purchases we have completed for parts and service with Huber. A majority of the components on this equipment are stainless steel and the prices can fluctuate with the price of metals; and

WHEREAS, This equipment is one of the many components that keeps us in compliance for our regulatory requirements. The consequences of not properly treating wastewater prior to discharging it into the river can be tremendous both financially and to public health and safety. This equipment screens and processes the larger debris from the wastewater that can cause severe damage and or plugging the downstream equipment in the treatment plant. These screens and washer compactors have greatly reduced the wear and tear to the other equipment since replacing the bar screens; Now, Therefore

BE IT RESOLVED that the Spokane City Council hereby authorizes the purchase of parts, supplies and service for SE EscaMax Fine screen and HydroPress Washer Compactor Parts for the Riverside Park Water Reclamation Facility (RPWRF) Department without further City Council action from Enviro-Clean Equipment for a five (5) year period for up to \$1,100,000.00 a year without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

Billing Address

City of Spokane
 4401 Aubery L. White Parkway
 Spokane, WA 99205
 UNITED STATES

Delivery Address

Spokane WWTP
 4401 Aubery L. White Parkway
 Riverside Park Water Recl Fac
 Spokane, WA 99205
 UNITED STATES

OFFER: 71014791 / V1
 Your Reference: Spokane, WA (289328)
 Your Reference:

Date printed: 2/7/24
 Our Reference: Cedric Anthony
 Phone: +1-704-990-2408
 Email: Cedric.Anthony@hhusa.net
 Customer No.: 114222

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
10/1	2.00	pcs	507163 chain wheel split M112 D60 d140 z5 p200 t28,8 6xbo13	3,083.29	6,166.58 9%
20/1	2.00	pcs	507141 chain wheel M112 D60 d140 z5 p200 t28,8 6xbo13	3,143.73	6,287.46 9%
30/1	10.40	m	10277064 chain DIN 8167 M 112 p200 D60 b1 32	669.62	6,964.05 9%
30/2	10.40	m	10277064 chain DIN 8167 M 112 p200 D60 b1 32	669.62	6,964.05 9%
40/1	5.00	pcs	10342313 drive shaft L2048 D89 **lead time 13-14 weeks**	5,830.55	29,152.75 9%
50/1	5.00	pcs	50112397 brush shaft D101,6x4 L1998 **lead time 13-14 weeks**	7,904.10	39,520.50 9%
60/1	3.00	pcs	10463841 30711425 BF50Z-74/D08MA4/AMUL-C2-SPU02039 *Main Drive* **lead time 3-4 weeks**	5,621.21	16,863.63 9%

Offer: 71014791
 Date printed: 2/7/24
 Page: 2 (8)

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
70/1	3.00	pcs	10463840 30749841 BF40-74W/DPE09XB4/AMUL-C2-SP *Brush Unit* **lead time 3-4 weeks**	3,924.45	11,773.35 9%
80/1	26.00	pcs	50141460 screening element segment rake W1566 EscaMax	2,870.54	74,634.04 9%
90/1	26.00	pcs	50141464 screening element W1566 EscaMax	2,019.43	52,505.18 9%
100/1	52.00	pcs	50141467 screening element W1580 EscaMax	2,019.43	105,010.36 9%
101/1	120.00	pcs	702537 round-head screw DIN 603 M10x 25	3.00	360.00 9%
102/1	120.00	pcs	702992 hexagon nut DIN 985 M10	1.13	135.60 9%
103/1	80.00	pcs	702666 hexagon bolt DIN 933 M10x 25	1.91	152.80 9%
104/1	80.00	pcs	702758 hexagon bolt DIN 933 M 6x 20	0.65	52.00 9%
105/1	80.00	pcs	702838 hexagon nut DIN 934 M10	0.65	52.00 9%
106/1	24.00	pcs	702833 hexagon bolt DIN 933 M12x 55	1.64	39.36 9%
107/1	48.00	pcs	702839 hexagon nut DIN 934 M12	1.20	57.60 9%
200/1	1.00	pcs	10000002 Freight & Intl. Transit	9,000.00	9,000.00 9%

Total net	USD	365,691.31
Including Sales Tax	USD	32,912.20
Total gross	USD	398,603.51

The quotation is subject to national or international export control regulations and embargoes or any other export restrictions.

Valid for: 60 days
 Delivery: prepaid and add
 Payment terms: Net 30 days

Best regards

Offer: 71014791
Date printed: 2/7/24
Page: 3 (8)

Cedric Anthony
Huber Technology, Inc.

Offer: 71014791
 Date printed: 2/7/24
 Page: 4 (8)

Aftermarket Sales & Service Rates 2024

Field Service Base Rates

Continental U.S., Mexico and Canada..... **\$160.00 per hour**
 Outside Continental U.S., Mexico and Canada..... **\$240.00 per hour**

Training

Product Training..... **\$160.00 per hour**

Travel

Travel (time)..... **\$150.00 per hour**
 Mileage..... **\$0.58 per mile**

Manufacturing/Engineering Services in house

Services include failure analysis of returned hardware..... **\$150.00 per hour**

Premium Rates

Overtime rate (in excess of 8 hours per day)..... **\$240.00 per hour**
 Standby rate..... **Applicable base rate**
 Double time rate (Sunday, Holiday, or in excess of 12 hours)..... **\$320.00 per hour**

Expenses

Travel and accommodations..... **Actual cost**
 Per Diem..... Business Rate Plan 1.. **\$64.00 per day**
 High Cost Area Rate 2.. **\$74.00 per day**
 Service Truck Rate **\$80.00 per day**
 Materials, Equipment Rental, Supplies..... **Actual cost plus 20%**
 Laboratory testing..... **Actual cost plus 20%**

Fees

Visa, work permits, taxes, user fees or special assessments, etc..... **Actual cost**

Cancellation Charges

Prior to departure for travel expenses incurred (i.e. airline / change fees)..... **Actual cost**

Offer: 71014791
Date printed: 2/7/24
Page: 5 (8)

Aftermarket Sales & Service Rates 2024

Field service Base Rate. Rates are calculated from the day the Service Specialist departs Huber Technology, Huntersville, North Carolina until the day the Service Specialist returns to Huber Technology, Inc., Huntersville, North Carolina. Rates include weekends and holidays. If a Service Specialist is required to travel from any other location, including, Germany the rates are calculated from when the Service Specialist departs the home office until the day the Service Specialist returns to the home office.

Travel. Time includes transportation to and from the airport, security clearance, time between flight changes, driving time and local travel to and from worksite. Travel time in excess of eight (8) hours may be billed at the premium rate.

Double Time. Any Sunday or **Recognized Huber Technology, Inc. Holiday.**

Transportation. The customer is responsible for reimbursing Huber Technology, Inc. for all transportation charges associated with service work. Flights will be booked as coach-tourist class unless it is unavailable. Rental car, gas, taxis, airport / hotel limousines, company or personal vehicles will be used when necessary.

Standby rate. Applies to the time a Service Specialist is available for work and is located at or near the job site but unable to work due to circumstances beyond his control. Time shall be considered time worked and will be charged at the applicable base or premium rate.

Accommodations and Meals. Meals are charged at \$64.00 per day or \$74.00 per day depending on the area (See Business Rate Plan 1 and 2). If an overnight stay is required, the customer is required to reimburse Huber Technology, Inc. for lodging charges. Hotel rooms will be booked on a business executive, single occupancy basis.

Visa, Work Permits & Local Taxes. The customer is responsible to pay any and all taxes, user fees or special assessments. If a visa or work permit is required before departing for an international assignment, the fee will be charged to the customer at actual cost (including any expediting charges).

Warranties. Per Huber Technology, Inc.'s Terms and Conditions of Sale, Huber Technology, Inc. warrants Field Service work performed at site. "Breach of Warranty" claims do not entitle the customer to refuse payment for field service work. HUBER TECHNOLOGY, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER TECHNOLOGY, INC.'S TERMS AND CONDITIONS. HUBER TECHNOLOGY, INC. IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER TECHNOLOGY, INC. IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

SCHEDULING – 10 Working Days Notice. Request for field service should be made in writing (letter, fax or e-mail) to Huber Technology, Inc. at least ten (10) working days prior to the date for which services are requested. Confirmation of the service will be conveyed verbally by Huber Technology, Inc.

Insurance. All Huber Technology, Inc. Service Specialists are insured. Liability insurance certificates may be provided upon request by the customer in order to allow for sufficient time for document processing, the request must be made at least seven (7) working days prior to the date of services.

Huber Technology, Inc. can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2024

Hazardous Locations.

Huber Technology, Inc. reserves the right to recall its personnel if the worksite does not meet governmental health and safety standards.

Minimum Daily Charge. For all Field Service Base Rates or combinations of Base Rates, the minimum fee will be for eight (8) hours. If services are performed on the same day as travel, travel time will be billed in addition to service time.

Overtime. The overtime rate applies to work or travel in excess of eight (8) hours per day (weekdays) and all Saturday work. Workdays in excess of (16) hours are prohibited. Service specialist are NOT required to perform, and may decline, work in excess of twelve (12) hours. The overtime charge shall be at the base rate plus a one hundred percent (100%) premium.

Recognized Huber Technology, Inc. Holidays New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

Expenses. The customer is responsible for ALL expenses associated with service work. All travel expenses including airfare, taxi, mileage for personal or company owned vehicles or any other chauffeured vehicle, living accommodations and meals will be invoiced. Invoices will include a cost

break-down. Copies of receipts will not be furnished unless specifically requested. Original receipts cannot be provided. Receipts for under \$25.00 cannot be provided. Use of personal or company owned vehicles will be invoice at the rate set by IRS mileage regulations.

Payment. All field service invoices are in U.S. Currency and all payments must be in U.S. Dollars. **Payment is due NET 30 DAYS from the date of invoice.**

Purchase Orders. A purchase order is required BEFORE any field service arrangements will be made. The purchase order is to be made out to Huber Technology, Inc. and must contain the following information:

- 1) Customer's name, 2) company, 3) billing address, 4) dates of service, 5) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), 6) serial number / model number, 7) equipment purchase order number, and 8) equipment tag numbers. A "confirming-copy" purchase order must follow any preliminary arrangements. Equipment location including city, state, plant site, directions to the site, a local contact and telephone number must also be included.
- 2) Amended Purchase Orders. An amended PO is required if services are extended beyond the cost of the original PO. If the Service Specialist is on site and an amendment is required, the PO must be completed and submitted to Huber Technology, Inc. before the Service Specialist can continue working.

Applicable law. Any purchase order accepted by Huber Technology, Inc. in conjunction with Field Service work, shall be deemed to have been executed, delivered and accepted in the State of North Carolina, USA and shall be governed, construed and enforced pursuant to the laws of the State of North Carolina, USA

Offer: 71014791
Date printed: 2/7/24
Page: 6 (8)

Warranty and Returns Policy & Instructions

Huber Technology, Inc. ("Huber") warrants any **original** Huber part (mechanical or electrical) for a period of:

A. Twelve (12) months from the date of purchase and only when part(s) are installed by a Huber factory trained technician. Should the part(s) fail within the warranty period, a replacement shall be supplied at no cost to the owner ("Replacement Part")

1. Only valid if the product is operated in accordance with the manufacturer's instructions.
 2. The replacement part(s) must not be modified or changed in anyway.
 3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications
- Or

B. Three (3) months from the date of purchase and/or installed by a non-Huber factory trained technician.

1. Only valid if the product is operated in accordance with the manufacturer's instructions
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications

This warranty does not apply to any damage or defect arising out of any of the following circumstances:

- Part(s) needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment.
- Part(s) or components damaged due to power surges, short circuits, loss of power, lightning strikes, fire or water damage, vandalism, theft, or any other causes outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment.
- Damage or defects caused by neglect, incorrect application, abuse, or by accidental damage of the parts or components.
- Repair or replacement of part(s) or components due to improper or negligent operation of the equipment.
- Damage or defects to the part(s), component(s), or equipment caused by the attempted repair by an unauthorized or unqualified person.

All Huber parts warranties are non- transferable, and cannot be sold, assigned or transferred in any other way.

This warranty of **original** Huber Service parts does not include the labor to remove the defective part nor the labor to install the new part. **All labor costs associated with the replacement of the part is the responsibility of the owner.** The request for assistance of a certified Huber technician is available upon the issuance of a purchase order by the owner. The fee for the assistance of a Huber technician includes labor (billed at prevailing Huber Field Service Base Rates) plus associated expenses for travel to and from the jobsite.

Return of New Wear or Spare Parts:

- Any original Huber part(s) returned to Huber after a purchase order has been submitted is subject to a flat twenty percent (20%) restocking fee for each part returned.
- The customer has up to thirty (30) days to return a part from the purchase order submittal date to Huber.

Returns will not be accepted past thirty (30) days.

- Part(s) must be new and never installed. Any indication of wear or installation, at Huber's sole discretion, may result in the part(s) being shipped back to owner, at the owner's cost, and no credit shall be issued.

• Exception:

The owner may exchange, without a restocking fee, if the incorrect part(s) is delivered and/or sold to the

Offer: 71014791
Date printed: 2/7/24
Page: 7 (8)

owner by a Huber team member. Huber will ship the correct part(s) to the owner expeditiously. A refund will be issued to the owner upon Huber's receipt of the incorrect part(s).

warehouse.

The customer may return, without a restocking fee, any original Huber part(s) if said part(s) was sold as part of a complete rebuild and the Huber technician concluded the part(s) were not needed. The customer has thirty (30) days from the date the service was completed. After thirty (30) days have expired, the normal Huber restocking fee shall apply.

Offer: 71014791
Date printed: 2/7/24
Page: 8 (8)

Warranty and Returns Policy & Instructions

Return of Damaged / Defective Items

- In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team ("Aftermarket Team") at the following email address: returns@hhusa.net. The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830. Huber reserves the right to inspect in person even if a digital image is provided as outlined above.
- If the damage or defect **cannot be verified over the phone or via email** contact, the item may be required to be returned to Huber Technology, Inc. for inspection before a determination can be made as to the state of the product.
- The Aftermarket Team will validate the warranty claim for the defective part.
- If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.
- The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.
- When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

Return shipping cost

- ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.
- UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).
- UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

How to Request an RMA (Return Merchandise Authorization)

Contact the Huber Technology Aftermarket Sales Team and request a Return Merchandise Authorization ("RMA") number.

- Completely fill out the RMA form.
- Include the completed RMA form in the package along with the item(s) to be returned.
- Write the RMA number conspicuously on the outside of the package to ensure proper routing upon receipt by the Aftermarket Team.
- Ship the package to:

o o Huber Technology, Inc.
Aftermarket Sales and Service
1009 Airlie Parkway
Denver, NC 28037
Phone: 704.874.8237 Fax 704.896.2830 Email: service@hhusa.net

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/11/2024**Committee Agenda type:** Discussion**Date Rec'd**

2/28/2024

Clerk's File #

ORD C36504

Renews #**Cross Ref #****Council Meeting Date:** 03/25/2024**Submitting Dept**

MAYOR

Project #**Contact Name/Phone**

ADAM 509.625.6779

Bid #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

First Reading Ordinance

Council Sponsor(s)

ZZAPPONE PDILLON KKLITZKE

Agenda Item Name

0520-MAYOR'S OFFICE - COMMITTEE UPDATE - LODGING TAX ADVISORY

Agenda Wording

This ordinance updates the Lodging Tax Advisory Committee to reflect state law, establish grant frequency, and lists grant evaluation criteria. This committee has not met in over two years.

Summary (Background)

The City levies lodging taxes, also known as "hotel/motel taxes," on lodging at hotels, motels, and short-term rentals bed and breakfasts (B&Bs), RV parks, and other housing and lodging accommodations, for periods less than 30 days. The tax is collected as a sales tax and paid by the customer at the time of the transaction, and state law requires revenues from this tax to be used for tourism promotion activities or tourism-related facilities.

Lease? NO Grant related? NO Public Works?

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 112,462

Current Year Cost \$ 112,462

Subsequent Year(s) Cost \$

Narrative

While there is no fiscal impact to this ordinance, there is a little over \$400,000 in the Hotel/Motel Lodging Tax Fund to be utilized for lodging tax grants.

Amount**Budget Account**

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

jgunn@spokanecity.org

zzappone@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Committee Date	3/22/2024
Submitting Department	City Council
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org
Council Sponsor(s)	<u>Zappone, Dillon, and Klitzke</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Lodging Tax Advisory Committee Update
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p><u>Lodging Tax (Hotel/Motel Tax)</u> The City levies lodging taxes, also known as “hotel/motel taxes,” on lodging at hotels, motels, and short-term rentals bed and breakfasts (B&Bs), RV parks, and other housing and lodging accommodations, for periods less than 30 days. The tax is collected as a sales tax and paid by the customer at the time of the transaction, and state law requires revenues from this tax to be used for tourism promotion activities or tourism-related facilities.</p> <p><u>Proposed Ordinance</u> This ordinance updates the Lodging Tax Advisory Committee to reflect state law, establish grant frequency, and lists grant evaluation criteria. This committee has not met in over two years. The Committee members were appointed by the Council on March 4th, March 11th, and March 18th.</p> <p><u>Section 1 - Establishment</u> Updates the Lodging Tax Advisory Committee to reflect current state law language regarding purpose and scope of the committee.</p> <p><u>Section 2 - Membership</u></p> <ul style="list-style-type: none"> • Codifies that this committee is appointed annually per state law. • Provides the ability of the Council to add non-voting members to create a larger committee focused on special events. The City of Bellingham has a similar board that includes City employees who help navigate challenges with special events. <p><u>Section 3 – Lodging Tax Advisory Program</u></p> <ul style="list-style-type: none"> • Adds evaluative criteria and application requirements per state law. • Establishes that the grants are made biannually. Provides the Council the ability to change award frequency by resolution.
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$112,462</u> Current year cost: \$112,462 Subsequent year(s) cost:	

Narrative: While there is no fiscal impact to this ordinance, there is a little over \$400,000 in the Hotel/Motel Lodging Tax Fund to be utilized for lodging tax grants.

Funding Source One-time Recurring N/A

Specify funding source: Taxes

Is this funding source sustainable for future years, months, etc? Yes. The Lodging Tax is levied upon the sale of lodging from hotels, motels, short-term rentals etc.

Expense Occurrence One-time Recurring N/A

Other budget impacts: (revenue generating, match requirements, etc.) N/A

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

This ordinance codifies the process for recommending funding to cultural events.

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?

This ordinance does not create specific reporting requirements. Overall lodging tax reporting requirements are governed by [RCW 67.28.1816](#). Internally, the City's program report could include information regarding funding recommendations to cultural events hosted by organizations representing historically excluded communities.

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

Lodging tax reporting requirements are governed by [RCW 67.28.1816](#).

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?

Mayor Brown's Transition Report - ***Make it possible for neighborhood and cultural activities and events to thrive.***

Comprehensive Plan: Social Health – Arts and Cultural Enrichment

ORDINANCE NO C36504

An ordinance altering the Lodging Tax Advisory Committee, creating the Lodging Tax Advisory Program; amending sections 04.30.010 and 04.030.020 of the Spokane Municipal Code, and adding a new section to Chapter 04.30 of the Spokane Municipal Code.

WHEREAS, pursuant to RCW 67.28.1816, the City Council established the Lodging Tax Advisory Committee (“LTAC”) to make recommendations for funding of tourism and marketing activities from the lodging excise tax authorized by RCW 67.28.180;

WHEREAS, the enabling provisions of the Spokane Municipal Code relating to the lodging excise tax and the Lodging Tax Advisory Committee require updating to reflect state law, and further to establish frequency of grants funded by the lodging excise tax, and to provide grant evaluation criteria.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Section 04.30.010 of the Spokane Municipal Code is amended to read as follows:

04.30.010 Establishment

Pursuant to RCW 67.28.1817 there is established a Lodging Tax Advisory Committee. ~~((to review and comment to the city council on any proposal to:~~

- ~~A. increase the rate of,~~
-
- ~~B. repeal an exemption from, or~~
-
- ~~C. change the use of revenue received from~~

~~the special excise tax upon the furnishing of lodging authorized by RCW 67.28.180 (the hotel/motel tax).-))~~

- A. The Lodging Tax Advisory Committee shall review, comment, and make recommendations to the city council on any proposal to increase the rate of the lodging tax, repeal an exemption from the lodging tax, or change the use of revenue received from the lodging tax as required as in RCW 67.28.1817.
- B. The Committee shall make program recommendations to the city council. The city council shall make the final decision on all lodging tax grants and may adjust recipients and funding levels from the recommendations of the Committee provided the council satisfies the requirements of RCW 67.28.1817.

- C. The Committee may make recommendations to the mayor and city council regarding policies, programs, and projects to enhance tourism and support cultural activities and events throughout the city.

Section 2. That Section 04.30.020 of Chapter 04.30 of the Spokane Municipal Code is amended to read as follows:

04.30.020 Membership

~~((The))~~ Consistent with RCW 67.28.1817, the Committee consists of seven voting members nominated by the mayor and appointed by the city council annually. The membership is comprised of:

- A. ~~((three))~~ Three representatives of businesses required to collect the tax levied by SMC 08.08.010; and
- B. ~~((three))~~ Three persons involved in activities authorized to be funded by the revenue from the tax levied by SMC 08.08.010; and
- C. ~~((one))~~ One member of the city council, who shall chair the Committee.
- D. The city council may appoint additional members to the Committee who are involved in tourism and cultural activities, including representatives from the City of Spokane. Additional members shall be considered nonvoting members for purposes of any Committee recommendations.
- E. City residence shall not be required for appointment of members appointed pursuant to 04.30.020.A nor for members appointed in nonvoting status.

Section 4. There is enacted a new section 04.30.030 to Chapter 04.30 of the Spokane Municipal Code to read as follows:

04.30.030 Lodging Tax Grant Program

- A. The Lodging Tax Grant Program is funded by the lodging tax authorized by RCW 67.28 and levied pursuant to SMC 08.08.010.
- B. Lodging tax grants shall be used to support projects that encourage eligible tourist-attracting special events, festivals, and cultural activities or to support tourism facilities in the city of Spokane. Applications for Lodging Tax Grant Program funding must include the following:
 - 1. The total amount of grant funds requested;
 - 2. The budget for the project; and
 - 3. Tourism estimates required by RCW 67.28.1816.

- C. Lodging tax grants are awarded on a biannual basis. The city council may change the frequency of Lodging tax grants by resolution.
- D. Lodging tax grants shall be made on a reimbursement basis, and no funds shall be advanced in support of a project.

Section 5. 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 6. Clerical Errors. 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 _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 03/11/2024**Committee Agenda type:** Consent**Date Rec'd**

2/27/2024

Clerk's File #

ORD C36505

Renews #**Cross Ref #****Council Meeting Date:** 04/08/2024**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Project #**Contact Name/Phone**

ELDON BROWN 6305

Bid #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

First Reading Ordinance

Council Sponsor(s)

KKLITZKE JBINGLE ZZAPPONE

Agenda Item Name

4700 - AMENDING ORDINANCE C-33671 TO RELEASE AN EASEMENT

Agenda Wording

Amending Ordinance C-33671 to strike easement.

Summary (Background)

Jubilant Hollister Stier has applied for campus expansion building permits and it has come to our attention that there is an existing easement that was reserved in RW Vacation Ordinance C-33671 for an old water line in that location. The easement currently runs under the existing building and is no longer needed. Staff wishes to prepare a revised ordinance that would strike the easement language so the existing building and future campus expansion are not in the easement area.

Lease? NO

Grant related? NO

Public Works?

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

Additional Approvals

Distribution List

ebrown@spokanecity.org

edjohnson@spokanecity.org

tpalmquist@spokanecity.org

akiehn@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Committee Date	March 11, 2024
Submitting Department	Developer Services
Contact Name	Eldon Brown
Contact Email & Phone	ebrown@spokanecity.org (509) 625-6305
Council Sponsor(s)	<u>Michael Cathcart</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Jubilant Hollister Stier has applied for campus expansion building permits and it has come to our attention that there is an existing easement that was reserved in RW Vacation Ordinance C-33671 for an old water line in that location. The easement currently runs under the existing building and is no longer needed. Staff wishes to prepare a revised ordinance that would strike the easement language so the existing building and future campus expansion aren't in the easement area.
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost: Narrative: <u>NA</u>	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A 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>NA</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? <u>NA</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>NA</u>	
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? <u>NA</u>	

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36505

An ordinance amending Ordinance C-33671 that vacated the east 15 feet of Lacey Street from Gordon Avenue to 620 feet south.

WHEREAS, a petition for the vacation of the east 15 feet of Lacey Street from Gordon Avenue to 620 feet south has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the east 15 feet of Lacey Street from Gordon Avenue to 620 feet south is hereby vacated. S/E1/4 S4 T25 R43
Parcel number not assigned.

~~Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of the City of Spokane Water & Hydroelectric Service Department to protect existing and future utilities, and no structures or other obstructions shall be erected or placed within twenty feet east the water main centerline as projected on the surface without the prior written approval of the Director of Engineering Services.~~

~~Section 3. Adequate emergency vehicle access must be maintained to existing and future buildings.~~

~~Section 4. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to the assessed value of the area herein vacated.~~

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor


Date: _____

Effective Date: _____

Easement to be Released



Easement reserved in Right-of-way
Vacation Ordinance C-33671

Legend
 Easment Area

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.

