

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 September 9, 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 September 9, 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: 248 298 64286; 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, September 6, 2024, and ending at 6:00 p.m. on Monday, September 9, 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 September 9, 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, SEPTEMBER 9, 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 PAUL DILLON

COUNCIL MEMBER LILI NAVARRETE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KITTY KLITZKE

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's 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

Human Rights Commission: One Reappointment

Confirm

CPR 1991-0068

Arts Commission: Two Appointments

Confirm

CPR 1981-0043

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

- | | | |
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| 1. Value Blanket with D&L Supply Co, Inc. (Moses Lake, WA) for various access frames and covers for the Wastewater Management Department—\$96,000 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Raylene Gennett | Approve | OPR 2024-0726
RFQ 6153-24 |
| 2. Purchase from National Barricade and Sign Company (Spokane Valley, WA) of six mobile speed feedback trailers for the Office of Neighborhood Services—\$71,940 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Rick Giddings | Approve | OPR 2024-0727
RFQ 6209-24 |
| 3. Purchases from Bud Clary Ford (Longview, WA) of: | Approve
All | |
| a. One 2024 Ford F550 cab/chassis for the Water Department—\$78,191.09 (incl. tax). | | OPR 2024-0728 |

b. One Ford Explorer K8 hybrid patrol vehicle or closest available equivalent for the Spokane Police Department—\$78,191.09 (incl. commissioning and sales tax).

OPR 2024-0729

(Council Sponsors: Council President Wilkerson and Council Member Klitzke)

Rick Giddings

4. Pre-approval to Purchase four 2024 Ford Lightning electric vehicles for the Water Department to be used for right-of-way maintenance—not to exceed \$220,000. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

Approve

OPR 2024-0730

Rick Giddings

5. Value Blanket with Titan Truck Equipment (Spokane) for the purchase of specialty truck equipment, service bodies, and related vehicle upfitting components for the Fleet Services Department—not to exceed \$500,000 (\$100,000 annually). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Approve

OPR 2024-0731
RFQ 6204-24

Rick Giddings

6. Preventative Maintenance Agreement with Hotsy of Spokane, Inc. (Eltopia, WA) for wash facility maintenance and repair for the Fleet Services Department from September 1, 2024, through August 31, 2027—not to exceed \$450,000 (\$150,000 annually). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Approve

OPR 2024-0732
IPWQ 6182-24

Rick Giddings

7. Five-year Value Blankets with Eljay Oil Co. Inc. (Spokane Valley, WA) for the as-needed purchases from October 1, 2024, through September 30, 2029, for the Waste-to-Energy Facility of:

Approve
All

a. Ultra-low #2 dyed diesel—not to exceed \$750,000 (\$150,000 annually) (plus tax).

OPR 2024-0733
ITB 6157-24

b. Chevron lubricants—not to exceed \$150,000 (\$30,000 annually) (plus tax).

OPR 2024-0734
ITB 6156-24

(Council Sponsors: Council President Wilkerson and Council Member Klitzke)

David Paine

8. Value Blanket Renewal 1 of 4 with Atlas Boiler & Equipment, Co. (Spokane) for the as-needed purchase of Maxon Gas Valves for the Waste to Energy Facility from September 15, 2024, through

Approve

OPR 2023-0895
RFQ 5950-23

September 14, 2025—not to exceed \$75,000 (plus tax).
(Council Sponsors: Council President Wilkerson and Council Member Klitzke)

David Paine

- | | | |
|--|---------|---------------------------------|
| 9. Contract Renewal 1 of 3 with Bender CCP, Inc. (Portland, OR) for the as-needed boiler feedwater pump maintenance and repairs at the Waste to Energy Facility from September 1, 2024, through August 31, 2025—not to exceed \$150,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Klitzke) | Approve | OPR 2023-0896
PW ITB 5918-23 |
| David Paine | | |
| 10. Public Works Contract with Continental Door Company (Spokane Valley, WA) for the purchase and installation of two rollup door assemblies at the Waste to Energy Facility from September 1, 2024, through April 30, 2025—\$125,566 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Member Klitzke) | Approve | OPR 2024-0735
PW ITB 5918-23 |
| David Paine | | |
| 11. Five-year Value Blanket Order with Core & Main (Spokane Valley, WA) of 6-inch fire hydrants for the Water & Hydroelectric Services Department—\$109,912.20. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) | Approve | OPR 2024-0736
RFQ 6159-24 |
| Loren Searl | | |
| 12. Purchase from Technology International (Lake Mary, FL) of a brine tank for the Water & Hydroelectric Services Department—\$109,912.20. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) | Approve | OPR 2024-0737
RFQ 6183-24 |
| Loren Searl | | |
| 13. Purchase from De Nora Water (Sugarland, TX) of on-site sodium hypochlorite generators and related equipment for the Water & Hydroelectric Services Department—\$336,119.94. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) | Approve | OPR 2024-0738
ITB 6190-24 |
| Loren Searl | | |
| 14. Contract Amendment with McMillen, Inc. (Boise, ID) for construction management and engineering support services for the Upriver Dam Improvement Project from July 3, 2024, through December 31, 2025—additional \$67,890 (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Member Klitzke) | Approve | OPR 2023-0884 |
| Loren Searl | | |
| 15. Value Blanket Amendment with CompuNet for the purchase of Cisco hardware products and license subscriptions without bringing each purchase over the | Approve | OPR 2024-0277 |

City purchase limit (currently \$50,000) to City Council for approval from May 15, 2024, through May 14, 2025—additional \$250,000 (plus tax). Total Amount: \$750,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Laz Martinez

- | | | |
|--|---------|------------------------------|
| 16. Five-year Renewal Contract with Assetworks, Inc., (Berwyn, Pennsylvania) for AssetWorks M5 annual maintenance & hosting from October 1, 2024, to September 30, 2029—\$975,144.07 (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone) | Approve | OPR 2023-1053 |
| Laz Martinez | | |
| 17. Overview of the Community, Housing, and Human Services RFP Committee recommendations for homeless services allocated by the Washington State Department of Commerce—\$3,900,000 (one-time funding from July 1, 2024, through June 30, 2025). (Council Sponsors: Council Members Zappone and Klitzke) | Approve | OPR 2024-0739 |
| Arielle Anderson | | |
| 18. Agreement with the City of Airway Heights to amend the 1984 Water Intertie Agreement for the City of Spokane to provide emergency and supplemental water to the City of Airway Heights. (Relates to Consent Agenda Item No. 17) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) | Approve | OPR 2024-0740 |
| Marlene Feist | | |
| 19. Capital Grant agreement between the City of Spokane, Commerce, and Airway Heights, for the Airway Heights water resources replacement project. (Relates to Consent Agenda Item No. 16) (Council Sponsors: Council President Wilkerson and Council Member Klitzke) | Approve | OPR 2024-0741 |
| Marlene Feist | | |
| 20. Amendment No. 1 and Extension to the Interlocal Agreement (ILA) between the City and Spokane School District #81 to support the creation of an additional health clinic—\$200,000. (Council Sponsors: Council President Wilkerson and Council Member Klitzke) | Approve | OPR 2023-0849 |
| Marlene Feist | | |
| 21. Interlocal Agreement with the West Plains Airport Public Development Authority regarding the West Plains Water Booster Pump Station at Spotted Road—\$1,000,000 reimbursement to the City. (Council | Approve | OPR 2024-0742
ENG 2018102 |

Sponsors: Council President Wilkerson and Council Member Klitzke)

Mark Papich

- 22. **Public Works Agreement with Shawn Cole Construction, Inc. (Spokane) for West Central Community Center multiple window-glazing replacements from September 16, 2024, through June 30, 2025—\$79,898.09 (plus tax, if applicable) (includes 10% administrative reserve). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)** **Approve** **OPR 2024-0743**
IPWQ 6180-24

Dave Steele

- 23. **Public Works Agreement with Dundee Concrete & Landscaping, LLC (Mead, WA) for West Central Community Center office/wall/door buildout from September 16, 2024, through June 30, 2025—\$100,280 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)** **Approve** **OPR 2024-0744**
IPWQ 6192-24

- 24. **Contract with Kershaw’s, Inc. (Spokane) for office supply delivery for all City departments from August 1, 2024, through July 31, 2029—\$1,500,000 (\$300,000 annually). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)** **Approve** **OPR 2024-0745**
RFP 6158-24

Jason Nechanicky

- 25. **Contract Amendment with Financial Consulting Group, Inc. (Redmond, WA) to complete Phase 3 of the Development Service Center Cost of Service/Fee Analysis from August 4, 2024, to August 3, 2025—additional \$20,000 (plus tax, if applicable). Contract Total: \$126,270 (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)** **Approve** **OPR 2023-1013**

Tami Palmquist

- 26. **Report of the Mayor of pending:** **Approve & Authorize Payments** **CPR 2024-0002**
 - 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 \$_____.**
 - b. **Payroll claims of previously approved obligations through _____, 2024: \$_____.** **CPR 2024-0003**

- 27. a. City Council Meeting Minutes: _____, Approve CPR 2024-0013
2024. All
- b. City Council Standing Committee Meeting
Minutes: _____, 2024.

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36467 passed by the City Council November 27, 2023, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

- ORD C36568 American Rescue Plan Fund
 - 1) Increase appropriation by \$1,224,512.54.
 - A) Of the increased appropriation, \$1,224,512.54 is provided solely for an operating transfer-out to the General Fund.

and

- General Fund
 - 1) Increase revenue by \$1,774,512.54.
 - A) Of the increased revenue, \$1,224,512.54 is provided solely for an operating transfer-in from the American Rescue Plan Fund in the Police department.
 - B) Of the increased revenue, \$550,000 is provided solely for an operating transfer-in from the American Rescue Plan Fund in the Community Justice Services department.
 - 2) Increase appropriation by \$1,774,512.54.
 - A) Of the increased appropriation, \$665,013.54 is provided solely for terminated sick leave pay in the Police department.
 - B) Of the increased appropriation, \$559,499 is provided solely for terminated vacation leave pay in the Police department.
 - C) Of the increased appropriation, \$550,000 is provided solely for base wages in the Community Justice Services department.

(This action arises from the need to fund terminated pay for early SPD retirees and correct a previous ARPA allocation.) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Matt Boston

- ORD C36569** **Facilities Management-Capital Fund**
1) Increase appropriation by \$3,781,306.
A) Of the increased appropriation, \$3,781,306 is provided solely for machinery/equipment in the Solid Waste department.

(This action arises from the need to purchase trucks for operations in the Solid Waste Collections department.) (Relates to Resolution 2024-0085) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Chris Averyt

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

- ORD C36570** **Relating to the siting and operation of city-owned and city-funded facilities, amending Sections 12.05.005, 12.05.062, and 12.05.063 of the Spokane Municipal Code, and declaring an emergency. (Council Sponsors: Council Members Cathcart and Bingle)**

Chris Wright

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2024-0083** **Recognizing the contributions of sports officials in the City of Spokane. (Council Sponsors: Council Members Bingle and Cathcart)**

Candi Davis

- RES 2024-0084** **To authorize City of Spokane Engineering Services Department staff to enter into contracts for WSDOT funded projects, for on-call basis contracts with specialty consultants. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**

Dan Buller

- RES 2024-0085** **Of the City of Spokane, Washington, providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed \$4,000,000; establishing interfund loan facilities from the Spokane Investment Pool to finance capital needs for waste to energy equipment, vehicles, and apparatus; fixing the date, form, maturity, interest rate, terms and covenants of the bonds; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto. (Relates to Special Budget Ordinance C36569) (Council Sponsors: Council President Wilkerson and Council Member Klitzke)**

Conner Thorne

ORD C36567 Renaming the Office of Police Ombudsman and the Office of Police Ombudsman Commission, and amending Sections 04.32.010 through 04.32.040, Sections 04.32.060 through 04.32.110, Section 04.32.130, and Sections 04.32.150 through 04.32.160 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)
Bart Logue

FIRST READING ORDINANCES

ORD C36571 Granting to BNSF Railway Company, a Delaware Corporation, a franchise agreement for the right to construct, maintain, and operate a railway within certain described limits of the City of Spokane for a period of twenty-five (25) years. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
Timothy Szambelan

SPECIAL CONSIDERATIONS

RECOMMENDATION

<p>S1. Recommendations from the Tourism and Cultural Investment Committee for funding allocations. (Council Sponsors: Council President Wilkerson and Council Member Zappone) Jackson Deese</p>	<p>Approve</p>	<p>CPR 2000-0031</p>
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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 September 9, 2024
(per Council Rule 2.1.B)**

ADJOURNMENT

The September 9, 2024, Regular Legislative Session of the City Council is adjourned to September 16, 2024.

NOTE: The September 16, 2024, 6:00 p.m. Legislative Session will be a Town Hall Session for the following neighborhoods (District 3): Audubon/Downriver, Balboa/South Indian Trail, Browne’s Addition, Emerson/Garfield, Five Mile Prairie, North Hill, North Indian Trail, Northwest, Peaceful Valley, and West Central. It will be held at the West Central Community Center, 1603 N. Belt Street, in the gym.

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

NOTES



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Date Rec'd

8/19/2024

Clerk's File #

CPR 1991-0068

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)

Agenda Item Name

REAPPOINTMENT OF LIVIA KOH TO THE SPOKANE HUMAN RIGHTS

Agenda Wording

Mayor Brown has reappointed Livia Koh to the Spokane Human Rights Commission for a term of September 9, 2024 - September 9, 2025. Livia serves as the Commission's designated youth representative.

Summary (Background)

Mayor Brown has reappointed Livia Koh to the Spokane Human Rights Commission for a term of September 9, 2024 - September 9, 2025. Livia serves as the Commission's designated youth representative.

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

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Additional Approvals

Division Director

Accounting Manager

Legal

For the Mayor

PICCOLO, MIKE

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Select Committee Name

Committee Date	September 9, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
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	Reappointment of Livia Koh to the Spokane Human Rights Commission
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>Mayor Brown has reappointed Livia Koh to the Spokane Human Rights Commission for a term of September 9, 2024 – September 9, 2025. Livia serves as the Commission's designated youth representative.</p> <p>The Human Rights Commission advises and makes recommendations to the City Council regarding issues related to human rights and unjust discrimination and the implementation of programs consistent with the needs of all residents of the City of Spokane.</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 aligns with the Human Rights Commission membership requirements of SMC 04.10.020.



Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Date Rec'd

8/26/2024

Clerk's File #

CPR 1981-0043

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)

Agenda Item Name

APPOINTMENT OF SUZANNE OSTERSMITH TO THE ARTS COMMISSION

Agenda Wording

Mayor Brown has appointed Suzanne Ostersmith to the Arts Commission for a term of September 9, 2024 - September 9, 2027.

Summary (Background)

The Spokane Arts Commission is a 16-member, all-volunteer board that promotes and enhances the quality, accessibility and presence of arts and culture. The Arts Commission serves a dual role as an advisory board to Spokane Arts (which is a 501(c)(3) nonprofit) while also advising the city of Spokane on arts policy.

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

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Narrative

Amount

Budget Account

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

Legal

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Select Committee Name

Committee Date	September 9th, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
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 Suzanne Ostersmith to the Arts Commission
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Mayor Brown has appointed Suzanne Ostersmith to the Arts Commission for a term of September 9, 2024 – September 9, 2027.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>The Spokane Arts Commission is a 16-member, all-volunteer board that promotes and enhances the quality, accessibility and presence of arts and culture. The Arts Commission serves a dual role as an advisory board to Spokane Arts (which is a 501(c)(3) nonprofit) while also advising the city of Spokane on arts policy. The activities of art commissioners vary widely but include serving on public art juries alongside community members, planning the annual Arts Awards, developing new events or programs to engage the wider community in the arts, and advocating for the arts at the city or state level.</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 aligns with the requirements of SMC 04.05.020.



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Date Rec'd

8/26/2024

Clerk's File #

CPR 1981-0043

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)

Agenda Item Name

APPOINTMENT OF JAMES PAKOOTAS TO THE ARTS COMMISSION

Agenda Wording

Mayor Brown has appointed James Pakootas to the Arts Commission for a term of September 9, 2024 - September 9, 2027.

Summary (Background)

The Spokane Arts Commission is a 16-member, all-volunteer board that promotes and enhances the quality, accessibility and presence of arts and culture. The Arts Commission serves a dual role as an advisory board to Spokane Arts (which is a 501(c)(3) nonprofit) while also advising the city of Spokane on arts policy.

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

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Additional Approvals

Division Director

Accounting Manager

Legal

For the Mayor

PICCOLO, MIKE

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Select Committee Name

Committee Date	September 9th, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
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 James Pakootas to the Arts Commission
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Mayor Brown has appointed James Pakootas to the Arts Commission for a term of September 9, 2024 – September 9, 2027.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>The Spokane Arts Commission is a 16-member, all-volunteer board that promotes and enhances the quality, accessibility and presence of arts and culture. The Arts Commission serves a dual role as an advisory board to Spokane Arts (which is a 501(c)(3) nonprofit) while also advising the city of Spokane on arts policy. The activities of art commissioners vary widely but include serving on public art juries alongside community members, planning the annual Arts Awards, developing new events or programs to engage the wider community in the arts, and advocating for the arts at the city or state level.</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 aligns with the requirements of SMC 04.05.020.



Agenda Sheet for City Council:

Committee: PIES **Date:** 08/19/2024

Committee Agenda type: Consent

Date Rec'd

8/6/2024

Clerk's File #

OPR 2024-0726

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept

WASTEWATER MANAGEMENT

Bid #

RFQ 6153-24

Contact Name/Phone

RAYLENE 625-7901

Requisition #

RN 277

Contact E-Mail

RGENNETT@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

BWILKERSON KKLITZKE

Agenda Item Name

4310 - ACCESS FRAMES AND COVERS VALUE BLANKET

Agenda Wording

Value blanket with D&L Supply Co, Inc. (Moses Lake, WA) for various access frames and covers valued at \$96,000.00, including sales tax

Summary (Background)

Request for quotes #6153-24 Access Frames & Covers - Annual Value Blanket was issued on the City's electronic bidding portal. Award is correspondingly recommended to D&L Supply as the low responsive, responsible bidder. This order will be valid for one year upon Council approval, with four annual renewal options at mutual consent.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 96,000.00

Current Year Cost \$ 26,000.00

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Expense \$ 96,000.00

4310-43117-35148-53210-99999

Select \$

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Select \$

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	LOWDON, MICHAEL
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	SZAMBELAN, TIMOTHY
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Scott Osborn scott.o@dlsupplyco.com	sspence@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	mldowd@spokanecity.org
rgennett@spokanecity.org	jmontague@spokanecity.org
tlester@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	August 19, 2024
Submitting Department	Wastewater Maintenance
Contact Name	Raylene Gennett
Contact Email & Phone	rgennett@spokanecity.org 509-625-7901
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	4310 – Value blanket with D&L Supply Co, Inc. (Moses Lake, WA) for various access frames and covers
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>RFQ #6153-24 for Access frames and covers on annual value blanket. Award is recommended to D&L Supply as the low responsive, responsible bidder. One-year value blanket with four annual renewal options at mutual consent. New value blanket order estimated not to exceed \$96,000.00, including 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>\$96,000.00, including tax</u></p> <p> Current year cost: \$26,000.00, including tax</p> <p> Subsequent year(s) cost: Dependent upon replacement needs</p> <p>Narrative: <u>RFQ #6153-24 for Access Frames and Covers on Annual Value Blanket was issued via the City's electronic bidding portal. Award of a one-year value blanket is recommended to the lowest responsive, responsible bidder with four optional annual renewals at mutual consent.</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? <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

- 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.

RFQ 6153-24

**SEWER LOCKING MANHOLE RINGS AND COVERS ANNUAL VALUE
BLANKET**

Reference Number	Description	Type	UOM	Quantity	White Block Company Inc	Olympic Foundry Inc.	D&L Supply Co, Inc
				ARO	15 DAYS	7 DAYS	30 DAYS
1	Non-Locking manhole frame and cover - Standard Plan A-12 'STORM'	Base	Each	25	\$9,125.00	\$9,275.00	\$11,875.00
2	Non-Locking manhole frame and cover - Standard Plan A-12 'SEWER'	Base	Each	50	\$18,250.00	\$18,550.00	\$23,750.00
3	Locking 3-point bolt down manhole frame and cover - Standard Plan A-13 'SEWER'	Base	Each	25	\$10,500.00	\$12,103.50	\$13,625.00
4	Locking 3-point bolt down manhole frame and cover - Standard Plan A-13 'STORM'	Base	Each	50	\$21,000.00	\$24,207.00	\$27,250.00
5	Frame and Grate for inlet type 3 (Note Directional Vaned grate (Plan B-3C)	Base	Each	25	\$9,800.00	\$10,667.00	\$10,000.00
6	Grate Guards, Standard Plan B2C	Base	Each	25	\$1,550.00	\$0.00	\$1,050.00
Total					\$70,225.00	\$74,802.50	\$87,550.00
WA State Sales Tax (9.0%)					\$6,320.25	\$6,732.23	\$7,879.50
Total Extended					\$76,545.25	\$81,534.73	\$95,429.50

Bid Response Summary

Bid Number RFQ 6153-24
Bid Title 'Sewer' Locking Manhole Rings & Covers - Annual Value Blanket
Due Date Wednesday, June 19, 2024 1:30:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company D&L Supply Co, Inc
Submitted By Scott Osborn - Monday, June 17, 2024 6:14:32 PM [(UTC-08:00) Pacific Time (US & Canada)]
 scott.o@dlsupplyco.com 5098796381

Comments

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	1.	ADDENDA. Indicated how many Addenda bidder acknowledges receipt of.	one
Contact			
	1	Please indicate the appropriate point of contact (including phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Scott Osborn, 509-879-6381, scott.o@dlsupplyco.com
Order Placement			
	1.	Supplier acknowledges award of this business is anticipated July 2024, but the City reserves the right to reject all quotes and re-compete for any reason.	I agree
	2.	Supplier acknowledges all products must be quoted in order to be eligible for award.	I agree
Value Blanket Terms			
	1.	Supplier agrees this product shall be awarded on a one (1) year value blanket order with the option for annual renewals at mutual consent up to a total term of five (5) years. Supplier acknowledges the quantities provided represent an annual usage estimate and payment shall be made only for release orders placed, received, and accepted.	I agree

	2.	Supplier acknowledges product will be ordered off the value blanket on an as-needed basis with no guarantee of quantities.	I agree
Product			
	1.	Supplier certifies product quoted and to be delivered complies fully with all specifications in Standard Plans B-112 and B-112A, B-2C, B-3C as attached in the 'Documents' tab.	I agree
	2.	If answering 'no' to Product Question 1 above, please detail any and all exceptions to the referenced Standard Plans (failure to specify here after answering 'no' above may result in a 'non-responsive' determination).	
	3.	Supplier certifies all products quoted and delivered shall be non-coated.	I agree
	4.	Supplier certifies all product quoted and delivered shall comply with the Buy America provisions in Title 23 of the United States Code, Section 313 "Domestic Product Only" (all products shall be made in America) and promises to provide a Certificate of Materials Origin (CMO) upon request.	I agree
	5.	Supplier specifies the product quoted and to be delivered shall be manufactured by:	50% within 30 days of PO
Delivery			
	1.	Supplier acknowledges all freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	I agree
	2.	Supplier agrees all product shall be ordered/delivered FOB: Destination to 909 E. Sprague Ave., Spokane, WA 99202.	I agree
	3.	Supplier agrees all product shall be delivered in complete "sets," assembled and ready for use - e.g. frame nested with cover.	Yes

4.	Supplier acknowledges partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	Yes
5.	Supplier specifies product herein quoted shall be delivered within the following number of business days ARO:	30 days
Pricing		
1.	The Vendor's prices shall be firm throughout the first year of the contract period.	I agree
2.	PRICING ADJUSTMENTS: Pricing can be requested on the anniversary of the award with justification.	PRICING ADJUSTMENTS: Pricing can be requested on the anniversary of the award with justification.
Payment Terms		
1.	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) 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 immediate make every effort to settle the disputed amount.	I agree
2.	Supplier acknowledges all invoices shall reference the City's value blanket number, which shall be provided upon award, and the full name of the City employee who purchased the invoiced items.	I agree
Sales Tax		

1	Supplier 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.	Yes
Business Registration Requirement		
1	Supplier acknowledges 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 http://bls.dor.wa.gov or 1-800-451-7985 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.	Yes
2	Supplier's Business Registration No.	45-1632321
Polychlorinated Biphenyls (PCBs)		
1	In accordance with SMC 7.06.172(A), the respondent certifies that the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). 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 respondent 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 product type 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 measureable level?	No
4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
5	If so, note from whom the results can be obtained.	
6	Do you have reason to believe the product contains measureable levels of PCBs?	No
7	Do you have reason to believe the product packaging contains measureable levels of PCBs?	No
Terms & Conditions		
1	Supplier accepts the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	Yes

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Product								
	1	Non-Locking manhole frame and cover - Standard Plan A-12 'STORM'	Base	Each	25.00	\$475.00	\$11,875.00	

2.	Non-Locking manhole frame and cover - Standard Plan A-12 'SEWER'	Base	Each	50.00	\$475.00	\$23,750.00
3.	Locking 3-point bolt down manhole frame and cover - Standard Plan A-13 'SEWER'	Base	Each	25.00	\$545.00	\$13,625.00
4.	Locking 3-point bolt down manhole frame and cover - Standard Plan A-13 'STORM'	Base	Each	50.00	\$545.00	\$27,250.00
5.	Frame and Grate for inlet type 3 (Note Directional Vaned grate (Plan B-3C))	Base	Each	25.00	\$400.00	\$10,000.00
6.	Grate Guards, Standard Plan B2C	Base	Each	25.00	\$42.00	\$1,050.00
Sales Tax						

	2	WA State Sales Tax (9.0%)	Base	Each	1.00	\$7,879.50	\$7,879.50
Total Base Bid	\$95,429.50						



Agenda Sheet for City Council:

Committee: PIES **Date:** 08/19/2024

Committee Agenda type: Consent

Date Rec'd 8/6/2024

Clerk's File # OPR 2024-0727

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept	FLEET SERVICES	Bid #	RFQ #6209-24
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Contact Name/Phone	RICK GIDDINGS 625-7706	Requisition #	20540
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Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
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Agenda Item Type	Purchase w/o Contract		
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Council Sponsor(s)	BWILKERSON KKLITZKE		
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Agenda Item Name	5100 - PURCHASE OF 6 TRAFFIC CALMING TRAILERS FOR ONS		
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Agenda Wording

Approval to purchase 6 Mobile Speed Feedback Trailers from National Barricade and Sign Company via RFQ 6209-24 for \$71,940.00

Summary (Background)

Fleet Services would like to purchase 6 Mobile Speed Feedback Trailers for the Office of Neighborhood Services. These trailers will serve to double the department's traffic calming capabilities as delineated in Mayor Brown's Executive order 2024-0007. National Barricade and Sign Company was granted the purchase award via RFQ 6209-24. Total cost including applicable sales tax is \$71,940.00. Traffic Calming Funds have been approved for the purchase

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 71,940.00
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Current Year Cost	\$ 0
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Subsequent Year(s) Cost	\$ 0
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Narrative

RFQ 6209-24 was issued in July 2024 and received 5 responses. National Barricade and Sign was granted the purchase award based on product capability and cost. Traffic Calming funds will be used to purchase.

Amount

Budget Account

Expense	\$ 71,940.00	# 1380-24100-94210-56401-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	GIDDINGS, RICHARD
<u>Division Director</u>	BOSTON, MATTHEW
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	SZAMBELAN, TIMOTHY
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

	RGIDDINGS@SPOKANECITY.ORG
ARUSSELL@SPOKANECITY.ORG	TPRINCE@SPOKANECITY.ORG
fleetservicesaccounting@spokanecity.org	

Council Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Committee Date	August 19, 2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 509-625-7706
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 - Purchase of 6 Traffic Calming Trailers for ONS
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	Fleet Services would like to purchase 6 Mobile Speed Feedback Trailers for the Office of Neighborhood Services. These trailers will serve to double the department’s traffic calming capabilities as delineated in Mayor Brown’s Executive order 2024-0007. National Barricade and Sign Company was granted the purchase award via RFQ 6209-24. Total cost including applicable sales tax is \$71,940.00. Traffic Calming Funds have been approved for the purchase.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$71,940</u></p> <p> Current year cost: \$71,940</p> <p> Subsequent year(s) cost: \$0</p> <p>Narrative: <u>RFQ 6209-24 was issued in July 2024 and received 5 responses. National Barricade and Sign was granted the purchase award based on product capability and cost. Traffic Calming funds will be used to purchase.</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: Reserves</p> <p>Is this funding source sustainable for future years, months, etc? No</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? Traffic Calming enhances safety for all residents. • 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? Data will be collected by ONS to determine effectiveness in specific neighborhoods. 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Lifecycle cost data will be collected by Fleet Services for future analysis.
- 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? Aligns with Centralized Fleet management and Executive Order 2024-0007.

Council Subcommittee Review

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

Bid Response Summary

Bid Number RFQ 6209-24
Bid Title WSDT3-S WANCO Compact Radar Speed Trailers or approved equal
Due Date Thursday, August 1, 2024 4:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company National Barricade and Sign Co.
Submitted By Bill Brewer - Tuesday, July 30, 2024 12:47:01 PM [(UTC-08:00) Pacific Time (US & Canada)]
 bill@NatBarr.net 509-534-2619

Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	Bill Brewer- 509-844-5992 - Bill@NATBARR.NET
General			
	1	Acceptable product makes/models, where specified, must be adhered to. In the absence of specified acceptable products, the listed technical specifications in each product category represent the minimum qualifications for acceptable product. The make/model of products bid may be required at bid submission; if so, the field will be indicated required on the 'Pricing' tab.	Understood and Agreed
	2	Estimated delivery timeline for equipment being quoted	30 ARO
	3	Upload brochures for equipment being quoted	WancoSpeedTrailerNEW.pdf
	4	Upload any other documentation, if needed, for the equipment you are quoting.	Wanco DATA Collector 2020.pdf
Product - WSDT3-S WANCO Compact Radar Speed Trailer or approved equal			
	1	Speed Limit Sign 24"x30")	yes
	2	Full matrix display - 26in LED characters.	yes
	3	R2-1 Regulatory Speed Limit Sign with Changeable Speed Limit Numbers, standard size 24"w x 30"h	yes
	4	Approach-Only K-band radar FCC Approved	yes
	5	One 65W solar panel	yes
	6	Two 6V batteries	yes
	7	200 Ah total capacity	yes
	8	15A Battery Charger	Yes
	9	Telescoping tower with 90-degree rotation	Yes
	10	Locking control box	yes
	11	Orange powder-coat finish	yes
	12	2in Ball Hitch	yes
	13	High density polyethylene fenders	yes

14	If equipment you are quoting does not meet any of the specifications called out above, please explain here.	N/A MEETS ALL SPEC'S
Product - WANCO Traffic Data Classifier System with WANCO Traffic Analyzer Software (Local USB Download Only) or approved equal		
1	Side fire radar-based nonintrusive)	Yes
2	ICC Message sign touch screen controller for creating custom messages	Yes
3	130W Solar Array	Yes
4	WANCO Standard Battery Box with 2 12V 4D AGM Batteries and 45 amp battery charger	Yes
5	If equipment you are quoting does not meet any of the specifications called out above, please explain here.	N/A MEETS ALL SPEC'S
Delivery		
1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	Understood and Agreed
2	All product shall be ordered/delivered FOB: Destination 915 N Nelson St., Spokane WA 99202	Understood and Agreed
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
Payment Terms		
1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) 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 immediate make every effort to settle the disputed amount.	Understood and Agreed
Sales Tax		
1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Understood and Agreed
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.	Understood and Agreed
	2	Supplier's Business Registration No.	601-481-955
Polychlorinated Biphenyls (PCBs)			
	1	In accordance with SMC 7.06.172(A), respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). 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 respondent 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.	Understood and Agreed
	2	As far as you know, has this product type 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?	No
	4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
	5	If so, note from whom the results can be obtained.	N/A
	6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions			
	1	Submission of a bid constitutes acceptance of the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	Understood and Agreed
	2	If you are not accepting terms & conditions document, explain here what you are not accepting and what you are proposing instead.	N/A WE ACCEPT ALL TERMS
Interlocal			

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 Bidder 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 supplier's review and approval at the time of a requested contract. The Supplier's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.</p>	I agree
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Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	Make/Model
Product - WSDT3-S WANCO Compact Radar Speed Trailer or approved equal									
	1	WSDT3-S WANCO Compact Radar Speed Trailers	Base	ea	6.00	\$9,000.00	\$54,000.00	5 year warranty on all electronics	
Product - WANCO Traffic Data Classifier System with WANCO Traffic Analyzer Software (Local USB Download Only) or approved equal									
	2	WANCOTraffic Data Classifier	Base	ea	6.00	\$2,000.00	\$12,000.00	5 year warranty on all electronics	
Sales Tax									

1	Sales Tax - 9%	Base	It	1.00	\$990.00	\$990.00
Total Base Bid	\$66,990.00					

Traffic Data Classifier System

Collects and classifies traffic data

Nonintrusive — no wires, loops or hoses

Analytic graphing software

Data analysis for any purpose

Remote access with optional modem

The Wanco Traffic Data Classifier System provides a safe method for monitoring and analyzing traffic patterns.

The system includes a data collector and analytic software. The collector is installed on a Wanco Speed Trailer (see page 4) and employs side-fire radar to measure vehicle speed, direction and length.

Completely non-intrusive, the data collector uses no wires, loops or hoses. The Wanco Traffic Analyzer program, installed on a user-supplied computer, downloads traffic data from the collector and presents it in interactive graphs that are easy to customize, making interpretation a simple task.

As an integrated component on the Wanco Speed Trailer, the data collector can operate with or without the speed trailer turned on. With an optional Wanco cellular modem installed, data from the collector can be retrieved remotely.

Features

Nonintrusive, no disturbance of traffic flow

Captures both approaching and departing traffic

Side-fire radar provides greater accuracy

Examine lane flow, speeds and density

Investigate and validate complaints from citizens and neighborhoods

Use real data to make decisions and recommendations for effectively managing traffic

Prove the need for traffic controls

Decide when to put police patrols on the roads

Most effective for two-lane roads

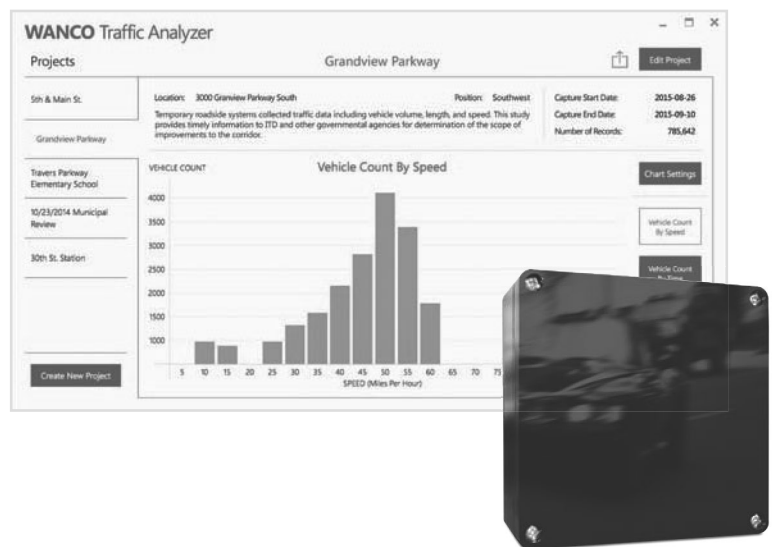
Stores millions of vehicles in internal memory

Download a million records in minutes

Traffic Analyzer program provides charts that can be exported for presentations and reports

Interactive charts can be customized for desired data segments

Traffic Analyzer is easy to learn and use



More details, images and specifications online
www.wanco.com

**BIGGER DISPLAY
SUPERIOR VISIBILITY**

Radar-Speed Trailer with Large Full-Matrix Display



US and international radar-speed signs for neighborhoods and highways

- Extra-large full-matrix display
- Selectable speed setting
- Streamlined see-through design
- Regulatory speed-limit sign
- Battery powered & solar charging

Wanco's new speed display is the largest portable speed sign available today. Visible over a standard Jersey barrier traffic divider, the giant display shows motorists' speed in 26-inch characters, flashing when a vehicle exceeds the user-set speed limit.

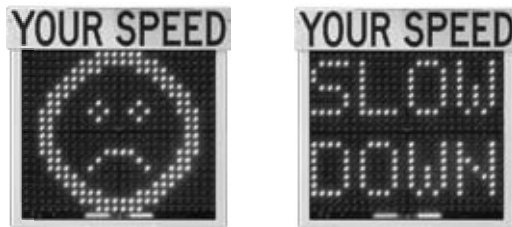
The selectable overspeed message flashes **SLOW DOWN** or a frowning face symbol, together with flashing red-and-blue "police" lights. Factory-configured units show motorists' speed in mph (one or two digits) or km/h (up to three digits).

A regulatory sign above the display features changeable speed-limit numbers for easy setup in any speed zone. The electronic display rotates to face traffic and includes visors and shades that produce superior visibility. The trailer's see-through design puts pedestrians in view, improving their safety—particularly in dangerous, high-risk areas. The solar-powered battery-charging system provides longer run times.

For more information, call **800.972.0755** or visit wanco.com.



International model



Travel position

Trailer

Length without drawbar	55 in. (140cm)
Width	60 in. (152cm)
Operating height	122 in. (310cm)
Height to bottom of display	49 in. (124cm)
Height to bottom of sign	87 in. (220cm)
Traveling height	90 in. (229cm)
Weight, approx.	870 lbs. (395kg)

Signs

Electronic display	36 x 36 in. (91 x 91cm) full-matrix display, 26-inch characters
Regulatory sign	20 x 24, 30 x 36 or 36 x 48 in., changeable speed-limit characters

Power

Two 6 V dc batteries wired for 12-volt power, with solar-panel charging system; a four-battery configuration is optional

Due to Wanco's commitment to continuous improvement of our products, all information is subject to change without notice. Wanco and the Wanco logo are registered trademarks of Wanco Inc.



WANCO INC.
 5870 Tennyson Street
 Arvada, Colorado 80003
 800-972-0755
 303-427-5700
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Agenda Sheet for City Council:

Committee: PIES **Date:** 08/19/2024

Committee Agenda type: Consent

Date Rec'd 7/31/2024

Clerk's File # OPR 2024-0728

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept	FLEET SERVICES	Bid #	
------------------------	----------------	--------------	--

Contact Name/Phone	RICK GIDDINGS 625-7706	Requisition #	RE 20546
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Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
-----------------------	---------------------------	--	--

Agenda Item Type	Purchase w/o Contract		
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Council Sponsor(s)	BWILKERSON KKLITZKE		
---------------------------	---------------------	--	--

Agenda Item Name	5100 - PURCHASE OF FORD F550 FOR WATER DEPT.		
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Agenda Wording

Fleet Services would like to purchase one 2024 Ford F550 Cab/Chassis for the Water Department using the Washington DES Contract with Bud Clary Ford, Longview. This will replace an older unit that is no longer cost efficient to maintain.

Summary (Background)

Fleet Services would like to purchase one 2024 Ford F550 Cab/Chassis for the Water Department using the Washington DES Contract with Bud Clary Ford, Longview. This will replace an older unit that is no longer cost efficient to maintain. Total cost including sales tax is \$78,191.09.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

Total Cost	\$ 78,191.09
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Current Year Cost	\$ 78,191.09
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Subsequent Year(s) Cost	\$ 0
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Narrative

Will be purchased using the WA DES contract in adherence with all City competitive purchasing rules.

Amount

Budget Account

Expense	\$ 78,191.09	# 4100-42490-94340-56404-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	GIDDINGS, RICHARD
<u>Division Director</u>	BOSTON, MATTHEW
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

	rgiddings@spokanecity.org
atrussell@spokanecity.org	tprince@spokanecity.org
lsearl@spokanecity.org	treiss@spokanecity.org
kyoung@spokanecity.org	

Council Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Committee Date	08-19-2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 509-625-7706
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Purchase of Ford F550 for Water Department
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Fleet Services would like to purchase one 2024 Ford F550 Cab/Chassis for the Water Department using the Washington DES Contract with Bud Clary Ford, Longview. This will replace an older unit that is no longer cost efficient to maintain. Total cost including sales tax is \$78,191.09.
*use the Fiscal Impact box below for relevant financial information	
<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>\$78,191.09</u></p> <p style="padding-left: 20px;">Current year cost: \$78,191.09</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$0</p> <p>Narrative: <u>Will be purchased using the WA DES contract in adherence with all City competitive purchasing rules.</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? No</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? None Identified. • 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? Data will not be collected. • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Lifecycle cost data is collected by Fleet Services for future analysis. 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- 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? Aligns with Centralized Fleet Management Policy.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. No subcommittee for this topic.

From: NOREPLY@des.wa.gov
Sent: Fri, 26 Jul 2024 09:47:02 -0700
To: Giddings, Richard
Cc: descarsystem@des.wa.gov
Subject: Vehicle Quote - 2024-7-346 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2024-7-346
 [Create Purchase Request](#)
 [View organization purchase requests](#)

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

Contract & Dealer Information

Contract #: 05916	Dealer Contact: Marie Tellinghiusen
Dealer: Bud Clary Ford/Hyundai (W403)	Dealer Phone: (360) 423-4321 Ext: 10945

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: rgiddings@spokanecity.org
Quote Notes: Water F550
Vehicle Location: SPOKANE CITY

Color Options & Qty

Oxford White (Z1) - 1
Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2024-0914-0001	2024 Ford F550 4WD Cab and Chassis	1	\$55,923.00	\$55,923.00
2024-0914-0003	INFORMATION ONLY: Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2025 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 25MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00
2024-0914-0004	INFORMATION ONLY: Bud Clary Ford offers a \$300 Prompt Payment Discount if payment is received within 20 days of vehicle delivery.	1	\$0.00	\$0.00

2024-0914-0005	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	\$0.00	\$0.00
2024-0914-0006	INFORMATION ONLY: Chassis Upfits (service bodies, flatbeds, dump bodies, cranes, snow plows, liftgates, lighting, etc.) are available and will be installed prior to vehicle delivery. To view, at bottom of page, check the box to the right of DISPLAY UPFIT OPTIONS.	1	\$0.00	\$0.00
2024-0914-0010	2024 Ford F550 4WD Cab and Chassis, Regular Cab, 145WB, 60CA, DRW, 18,000# GVWR, 7.3L 2V DECVT NA V8 Gas, 10-Speed Automatic w/ Selectable Drive Modes, 225/70Rx19.5G BSW A/P Tires (Set/6), 4.88 RAR (F5H/660A/145WB/99N/44G/TGJ/X48) -- THIS IS THE BASE VEHICLE, please review Vehicle Standard Specifications for complete description.	1	\$0.00	\$0.00
2024-0914-0015	Alternative Wheelbase, Extended Cab, 192WB, 84CA, 18,000# GVWR (X5H/192WB)	1	\$2,003.00	\$2,003.00
2024-0914-0018	Alternative Engine, 6.7L 4-Valve OHV PowerStroke V8 Turbo Diesel B20 with manual push-button Engine-Exhaust Braking/TorqShift 10-Speed automatic w/ Selectable Drive Modes and Transmission Power Take-Off Provision (PTO) (Includes Operator Commanded Regeneration, 4.10 RAR, Dual 750CCA Batteries, 250-amp alternator, Intelligent Oil Life Monitor) (18,000# GVWR) (99T/44G)	1	\$9,824.00	\$9,824.00
2024-0914-0022	GVWR Increase (19,000# GVWR, 4.88 RAR with Limited Slip)(Only available with Gas Engine and 145WB)(68U/X8L)	1	\$1,189.00	\$1,189.00
2024-0914-0025	INFORMATION ONLY: 2024MY -- High Capacity Trailer Tow Package on F550 is only available w/ Diesel Engine, 4.30 LS and 19,500# GVWR options	1	\$0.00	\$0.00
2024-0914-0030	Pro Power Onboard - 2kW (Note: placement and connection of the aux outlet is the responsibility of the final stage manufacturer) (Includes Dual Alternators 12V 250-Amp plus 24V 15-Amp) (Must also order Dual Batteries #86M) (Will remove rear underseat storage on XLT Extended Cab model) (43K)	1	\$969.00	\$969.00
2024-0914-0032	410-Amp Dual Alternator (250 amp plus 160 Amp) (67B) (available as stand-alone option w/ 6.7L Diesel) (only available w/ 7.3L Gas Engine if also ordering 110V/400W Outlet #43C)	1	\$112.00	\$112.00
2024-0914-0033	360-Degree Dual Beacon LED Warning Strobes (Amber) (roof-mounted in front of the CHMSL) (91S/59H)	1	\$639.00	\$639.00
2024-0914-0037	Limited Slip Rear Axle (4.88 RAR w/ gas, 4.10 RAR w/ diesel)(if ordering 19,000 or 19,500# GVWR, Limited Slip axle is already included)(X8L/X4N)	1	\$389.00	\$389.00

2024-0914-0038	Heavy Service Front Suspension Package (Increases 400-500 lbs.)(67H)	1	\$123.00	\$123.00
2024-0914-0045	Tires: XL (all cabs), XLT (Ext/Crew only) 225/70Rx19.5G BSW Traction (includes 4 traction tires on the rear and 2 A/P tires on the front (Set/6) (If spare tire option is also ordered, may not be same as road tires) (TGM)	1	\$187.00	\$187.00
2024-0914-0052	Engine Block Heater (41H)	1	\$98.00	\$98.00
2024-0914-0056	Rearview Camera and Prep Kit (includes loose camera and wiring bundle) (872) (Info: Upfitters offer rearview camera installation option with body orders)	1	\$407.00	\$407.00
2024-0914-0057	Center High-Mounted Stop Lamp (CHMSL)(59H)(No-charge)	1	\$0.00	\$0.00
2024-0914-0199	Warranty, Delayed Start (End-User submits request at www.fordwsd.com)	1	\$0.00	\$0.00
2024-0914-0215	Mud Flaps, front (DLR)	1	\$87.00	\$87.00
2024-0914-0218	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$135.00	\$135.00
2024-0914-0221	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$47.00	\$47.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$72,132.00
8.4 % Sales Tax:	\$6,059.09
Quote Total:	\$78,191.09



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Consent

Date Rec'd

7/31/2024

Clerk's File #

OPR 2024-0729

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept

FLEET SERVICES

Bid #

WA STATE

Contact Name/Phone

RICK GIDDINGS 625-7706

Requisition #

20550

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

PDILLON BWILKERSON MCATHCART

Agenda Item Name

5100 - PURCHASE OF 1 K8 HYBRID PATROL VEHICLE FOR SPD

Agenda Wording

Fleet Services would like to purchase one Ford Explorer K8 Hybrid Patrol vehicle or closest available equivalent for SPD using JAG grant funds approved by City Council in November 2023. (2023-1212)

Summary (Background)

Fleet Services would like to purchase one Ford Explorer K8 Hybrid Patrol vehicle or closest available equivalent for SPD using JAG grant funds approved by City Council in November 2023. (2023-1212) Total cost including commissioning and sales tax is not to exceed \$75,470.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 75,470.00

Current Year Cost \$ 75,470.00

Subsequent Year(s) Cost \$

Narrative

Vehicle will be purchased using WA DES contract with Bud Clary Ford. Grant funds were awarded in November 2023.

Amount

Budget Account

Expense \$ 75,470.00

1620-91818-94000-56404-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	GIDDINGS, RICHARD
<u>Division Director</u>	BOSTON, MATTHEW
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE
<u>PURCHASING</u>	PRINCE, THEA

Distribution List

	rgiddings@spokanecity.org
atrussell@spokanecity.org	tprince@spokanecity.org
dhayes@spokanepolice.org	kschmitt@spokanecity.org

Council Briefing Paper Public Safety & Community Health Committee

Committee Date	08-12-2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 509-625-7706
Council Sponsor(s)	Dillon, Wilkerson, Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Purchase of 1 K8 Hybrid Patrol Vehicle for SPD
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	Fleet Services would like to purchase one Ford Explorer K8 Hybrid Patrol vehicle or closest available equivalent for SPD using JAG grant funds approved by City Council in November 2023. (2023-1212) Total cost including commissioning and sales tax is not to exceed \$75,470.
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: <u>\$75,470</u>	
Current year cost: \$75,470	
Subsequent year(s) cost: \$0	
Narrative: <u>Vehicle will be purchased using WA DES contract with Bud Clary Ford. Grant funds were awarded in November 2023.</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Grant	
Is this funding source sustainable for future years, months, etc? No	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
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? None Identified. • 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? Data will not be collected. • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Lifecycle costs are collected by Fleet Services for future analysis and comparison. 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- 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? Aligns with Centralized Fleet Management Policy.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. No subcommittee for this topic.

Paschal, Brandon

From: Giddings, Richard
Sent: Tuesday, July 30, 2024 1:20 PM
To: Paschal, Brandon; Prince, Thea
Subject: FW: Vehicle Quote - 2024-7-390 - SPOKANE, CITY OF - 23210

Here is the updated SPD JAG Grant Patrol Quote. Please attach this to the OnBase submission instead of the full cage I sent earlier.

RICK GIDDINGS | CITY OF SPOKANE | DIRECTOR, FLEET SERVICES DEPARTMENT
509.625.7706 office | 509.710-5500 cell | rgiddings@spokanecity.org | spokanecity.org

From: NOREPLY@des.wa.gov <NOREPLY@des.wa.gov>
Sent: Tuesday, July 30, 2024 1:17 PM
To: Giddings, Richard <rgiddings@spokanecity.org>
Cc: descarsystem@des.wa.gov
Subject: Vehicle Quote - 2024-7-390 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2024-7-390 [Create Purchase Request](#) [View organization purchase requests](#)

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

Contract & Dealer Information

Contract #: 05916 Dealer: Bud Clary Ford (W403)	Dealer Contact: Marie Tellinghiusen Dealer Phone: (360) 423-4321 Ext: 10945
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Organization Information

Organization: SPOKANE, CITY OF - 23210 Email: rgiddings@spokanecity.org Quote Notes: Corrected 1/2 Cage - Use this one Vehicle Location: SPOKANE CITY

Color Options & Qty

Agate Black (UM) - 1 Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2025-0521-0001	2025 Ford Police Interceptor, Pursuit-Rated SUV/Utility (AWD) (K8A/500A)	1	\$45,766.00	\$45,766.00

2025-0521-0002	INFORMATION ONLY: 25MY: Ford has advised that there will be a 50-unit ordering cap PER Fleet ID Number (FIN). If you desire additional PI Utilities, please contact dealer to request increased allocation. The alternative Hybrid (HEV) model will not be available for Job#1 production; Job#2 date is TBD. You may submit Hybrid orders, but dealership will hold them until Ford opens up Hybrid order bank (TBD). Please review Vehicle Standard Specifications, many NEW standard features have been added.	1	\$0.00	\$0.00
2025-0521-0003	INFORMATION ONLY: Order-to-delivery timing remains very fluid due to the continuing global supply chain shortages, labor instability and high volume of nationwide orders being submitted. Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2026 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 26MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00
2025-0521-0004	INFORMATION ONLY: Bud Clary Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2025-0521-0005	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	\$0.00	\$0.00
2025-0521-0006	INFORMATION ONLY (2020MY): [EXTERIOR Dimensions: 198.8in Overall Length, 119.1in Wheelbase, 69.4in Height, 78.9in Width (mirrors folded), 89.3in Width (mirrors extended), Ground Clearances (7.4in w/ 3.3L HEV, 7.2in w/ 3.0L EcoBoost, 7.6in w/ 3.3L Direct-injection V6)] [INTERIOR Dimensions: Front/Rear: Head (40.7in/40.4in), Shoulder (61.8in/61.3in), Hip (59.3in/59.1in), Leg (40.9in/40.7in), Cargo Opening Height 31.9in, Cargo Opening Width 47.6in, Cargo Area Width 47.9in, Cargo Area Length 46.2in]	1	\$0.00	\$0.00
2025-0521-0010	2025 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A/TT96) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description.	1	\$0.00	\$0.00
2025-0521-0012	Alternative Hybrid (HEV) Engine System [318 HP (combined system HP), 285 HP (gas engine) @ 6500 RPM, 260 lb.-ft. Torque @ 4000 RPM) (6840# GVWR, 1670 # Payload, 5000# Towing Capacity, 7.4in Ground Clearance) [Includes 3.3L V6 Direct-Injection Hybrid Engine System, Lithium-Ion Battery Pack (does not intrude into the cargo area), police calibrated high-performance regenerative braking system, DC/DC converter 220-Amp (in lieu of alternator), H7 AGM Battery - 800 CCA / 80-Amp, 19-Gallon Fuel Tank, 8-Year/100,000-Mile Hybrid Unique Component Warranty] (Not compatible with 3.0L V6 EcoBoost option) (99W/44B) -- Not available for Job #1 Production; Job #2 Date TBD.	1	\$2,252.00	\$2,252.00
2025-0521-0020	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Not compatible w/ Police Upgrade Package #65U) (63B)	1	\$346.00	\$346.00
2025-0521-0027	Noise Suppression Bonds (Ground Straps)(60R)	1	\$102.00	\$102.00
2025-0521-0033	Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer and PAITRO Time. Also eliminates the blue liftgate release button functionality. (18D)	1	\$0.00	\$0.00
2025-0521-0034	Fleet Keyed Alike (Call dealer for available key codes) (KEY)	1	\$51.00	\$51.00
2025-0521-0039	Spot Lamps, LED Bulbs, Dual (Whelen) (51V)	1	\$679.00	\$679.00
2025-0521-0044	Underbody Deflector Plate (engine and transmission shield) (76D)	1	\$346.00	\$346.00

2025-0521-0199	Delayed Warranty Start (Customer submits request at www.fordwsd.com)	1	\$0.00	\$0.00
2025-0521-0200	INFORMATION ONLY: #200-799 Dealer Installed Option: #200-249 Basic Dealer Options. #250-299 Setina Manufacturing Equipment: push bumpers, window guards, partitions, prisoner seats, and more. #800-899 Lighting packages and options installed by Day Wireless Longview.	1	\$0.00	\$0.00
2025-0521-0251	Setina - PB5 HD Fender Wraps, Aluminum (PIT Bars) (Must also order a Push Bumper) (DLR) (SET100)	1	\$594.00	\$594.00
2025-0521-0258	Setina - PB400 Push Bumper, Steel, includes Mar Pad (DLR) (SET110)	1	\$703.00	\$703.00
2025-0521-0266	Setina - 6VS Single Prisoner Transport Partition, Stationary Polycarbonate window (Factory seats) (If Weapon Mount is ordered, requires forward facing partition mount kit) (Must also order 12VS rear partition) (May also order replacement or cover style prisoner seat) (DLR) (SET220/221/222)	1	\$1,210.00	\$1,210.00
2025-0521-0268	Setina - Double Weapon Mount with Small and Universal XL (Must also order RP Partition) (DLR) (SET230)	1	\$442.00	\$442.00
2025-0521-0275	Setina HD TPO Cover-Style Rear Prisoner Transport Seat (includes center-originating seat belts with Docking Buckles on front partition) (installed over factory seat) (Must also order Rear 12VS Partition) (Setina recommends also ordering the XL Partition Upgrade) (SET301)	1	\$1,176.00	\$1,176.00
2025-0521-0277	Setina - TPO Door Panels, Rear Doors (Must also order Ready for the Road Package #67H, Hidden Door Lock Plunger #52P or Inoperable Rear Door Locks #68G) (DLR) (SET320)	1	\$297.00	\$297.00
2025-0521-0279	Setina - 2nd Row Window Barriers, Steel Bars (Must also order Ready for the Road Package #67H, Hidden Door Lock Plunger #52P or Inoperable Rear Door Locks #68G) (DLR) (SET322)	1	\$304.00	\$304.00
2025-0521-0281	Setina - 12VS Rear Partition, Polycarbonate panel (DLR) (SET400)	1	\$849.00	\$849.00
2025-0521-0810	POLICE: (Whelen Base Package) Installed equipment includes: (2) Micron grill lights (RED driver/BLUE Pass), (2) ION dual color front corner lights (R/W driver/B/W pass), (2) ION single color rear side window lights (RED driver/BLUE pass), (2) ION single color rear hatch lights (RED driver/BLUE pass), (2) VERTEX LED inserts in backup light lenses (RED driver/BLUE pass), (2) TLI single color lights on interior bottom of hatch (RED driver/BLUE pass). CENCOM Carbide siren package (CCSRN36 head). Console package includes Gamber Johnson computer mount ready console, cup holders, armrest, (3) 12v acc ports. Single radio prewire (antenna in roof) and power, main wiring harness. (MUST SELECT INTERIOR OR EXTERIOR WHELEN LIGHTBAR PACKAGE OPTION. Not compatible non-Whelen lightbar options) (DW810)	1	\$10,177.00	\$10,177.00
2025-0521-0817	POLICE: (Exterior Lightbar) Installed equipment includes: 48 Whelen WECAN Liberty 2 DUO lightbar. Split color, (RED driver/BLUE pass) also includes takedown and alley lights as well as full front white scene light and full rear amber arrow. (Must order Ready for the Road Completion Package #804 or Whelen Base Package #810) (DW817)	1	\$3,447.00	\$3,447.00
2025-0521-0867	Interior Dome Light (Partition): White LED dome light installed and wired to central controller switch. Light will be installed on prisoner partition for prisoner compartment. (requires lighting package) (DWS-DOME-1) (DW867)	1	\$97.00	\$97.00
2025-0521-0895	WHELEN UPGRADE: Upgrade any Whelen Base Package (Police or Fire) to Whelen CORE system. Features OBD control and standard programming includes: auto dim, open door light disable/enable, siren park kill, lightbar park flash patterns. (MUST ORDER ANY WHELEN BASE PACKAGE AND INTERIOR/EXTERIOR LIGHTBAR, NOT COMPATIBLE WITH READY FOR THE ROAD PACKAGES) (DW895)	1	\$537.00	\$537.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$69,375.00
8.4 % Sales Tax:	\$5,827.50
Quote Total:	\$75,202.50



Agenda Sheet for City Council:

Committee: PIES **Date:** 08/19/2024

Committee Agenda type: Consent

Date Rec'd

8/6/2024

Clerk's File #

OPR 2024-0730

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept

FLEET SERVICES

Bid #

WA STATE

Contact Name/Phone

RICK GIDDINGS 625-7706

Requisition #

RE #20560

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

BWILKERSON KKLITZKE

Agenda Item Name

5100 - PURCHASE OF 4 FORD LIGHTNINGS FOR WATER DEPARTMENT

Agenda Wording

Fleet would like pre-purchase approval for 4 2024 Ford Lightning electric vehicles for the Water Department to be used for right of way maintenance.

Summary (Background)

Fleet would like pre-purchase approval for 4 2024 Ford Lightning electric vehicles for the Water Department to be used for right of way maintenance. These vehicles will be replacing units that were transferred by Parks and will require costly repairs to remain operable. Vehicles will be purchased from Bud Clary Ford using the Washington DES contract. Total cost including applicable tax is not to exceed \$220,000.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 220,000.00

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

Narrative

Will be purchased using Washington DES contract in compliance with all City competitive purchasing requirements.

Amount

Budget Account

Expense \$ 220,000.00

4100-42455-94340-56404-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

GIDDINGS, RICHARD

Division Director

STRATTON, JESSICA

Accounting Manager

ORLOB, KIMBERLY

Legal

SZAMBELAN, TIMOTHY

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

PRINCE, THEA

Distribution List

rgiddings@spokanecity.org

tprince@spokanecity.org

rpenaluna@spokanecity.org

nrussell@spokanecity.org

Council Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Committee Date	8-19-2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 509-625-7706
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 4 Ford Lightnings for Water Department
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	Fleet would like pre-purchase approval for 4 2024 Ford Lightning electric vehicles for the Water Department to be used for right of way maintenance. These vehicles will be replacing units that were transferred by Parks and will require costly repairs to remain operable. Vehicles will be purchased from Bud Clary Ford using the Washington DES contract. Total cost including applicable tax is not to exceed \$220,000.
<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>\$220,000</u> Current year cost: \$220,000 Subsequent year(s) cost: 0</p> <p>Narrative: <u>Will be purchased using Washington DES contract in compliance will all City competitive purchasing requirements.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Reserves 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? None identified. • 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? Data will not be collected. • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Lifecycle cost information is gathered by Fleet for future analysis. 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- 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? Aligns with Centralized Fleet Management Policy.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
Subcommittee not available for this topic.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd 8/14/2024

Clerk's File # OPR 2024-0731

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept	FLEET SERVICES	Bid #	RFQ #6204-24
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Contact Name/Phone	RICK GIDDINGS 625-7706	Requisition #	VB
---------------------------	------------------------	----------------------	----

Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
-----------------------	---------------------------	--	--

Agenda Item Type	Purchase w/o Contract		
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Council Sponsor(s)	MCATHCART BWILKERSON ZZAPPONE		
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Agenda Item Name	5100 - VALUE BLANKET WITH TITAN TRUCK		
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Agenda Wording

Fleet Services would like to enter into a Value Blanket with Titan Truck Equipment for the purchase of specialty truck equipment, service bodies, and related vehicle upfitting components.

Summary (Background)

Fleet Services would like to enter into a Value Blanket Contract with Titan Truck Equipment for the purchase of specialty truck equipment, service bodies, and related vehicle upfitting components. The contract is not to exceed \$100,000 per year for a term of 5 years.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 500,000.00
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Current Year Cost	\$ 100,000.00
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Subsequent Year(s) Cost	\$ 100,000.00
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Narrative

RFQ 6204-24 was issued in July receiving 3 responsive quotes. Titan Truck Equipment provided the lowest responsive bid.

Amount

Budget Account

Expense	\$ 100,000.00	#	Varies by department
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Select	\$	#	
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Select	\$	#	
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Select	\$	#	
--------	----	---	--

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

	\$	#	
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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	GIDDINGS, RICHARD
<u>Division Director</u>	BOSTON, MATTHEW
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	SZAMBELAN, TIMOTHY
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

edh@titantruck.com	rgiddings@spokanecity.org
atrussell@spokanecity.org	tprince@spokanecity.org
tbrazington@spokanecity.org	tlester@spokanecity.org
fleetservicesaccounting@spokanecity.org	

Council Briefing Paper Finance & Administration Committee

Committee Date	August 26, 2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 509-625-7706
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Value Blanket Contract with Titan Truck Equipment
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	Fleet Services would like to enter into a Value Blanket Contract with Titan Truck Equipment for the purchase of specialty truck equipment, service bodies, and related vehicle upfitting components. The contract is not to exceed \$100,000 per year for a term of 5 years.
<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</u></p> <p style="padding-left: 40px;">Current year cost: \$100,000</p> <p style="padding-left: 40px;">Subsequent year(s) cost: \$100,000</p> <p>Narrative: <u>RFQ 6204-24 was issued in July receiving 3 responsive quotes. Titan Truck Equipment provided the lowest responsive bid.</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? None Identified. • 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? Data will not be collected. • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Cost and service information will be collected by Fleet Services to ensure continued value. 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- 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? Aligns with City Purchasing Policy and Centralized Fleet Management Policy.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. No subcommittee for this topic.

Bid Response Summary

Bid Number RFQ 6204-24
Bid Title Truck Parts and accessories - Annual Value Blanket
Due Date Wednesday, August 7, 2024 2:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company TITAN TRUCK EQUIPMENT
Submitted By Ed Heck - Thursday, August 1, 2024 12:02:25 PM [(UTC-08:00) Pacific Time (US & Canada)]
 EDH@TITANTRUCK.COM

Comments

Question Responses

Group	Reference Number	Question	Response
DEFAULT ITEM GROUP			
	1	ADDENDA. Indicated how many Addenda bidder acknowledges receipt of.	1
Contact			
	1	Please indicate the appropriate point of contact (including phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Ed Heck 509-755-5037 Ext-1108 edh@titantruck.com
Order Placement			
	1	Supplier acknowledges award of this business is anticipated August 2024, but the City reserves the right to reject all quotes and re-compete for any reason.	Yes
	2	Supplier acknowledges all products must be quoted in order to be eligible for award.	Yes
Value Blanket Terms			
	1	Supplier agrees this product shall be awarded on a five (5) year value blanket order with no options for renewals. Supplier acknowledges the quantities provided represent an annual usage estimate and payment shall be made only for release orders placed, received, and accepted.	Yes
	2	Supplier acknowledges product will be ordered off the value blanket on an as-needed basis with no guarantee of quantities.	Yes
Product			
	1	Supplier acknowledges product sold in the course of this agreement must be new, unused, and of the latest possible design and production.	Yes
	2	Supplier acknowledges product makes and models are herein specified (see 'Pricing' tab) to establish an acceptable standard. Alternative products may be quoted, but the City reserves the right to determine whether or not alternative product is acceptable. The make/model for each product quoted must be disclosed on each line item in the 'Pricing' tab.	Yes

		If quoting alternate product, supplier may upload documentation supporting the quality of the product quoted here (all product pages must be uploaded at once, in a single document - please organize pages in the order of the product quoted on the 'Pricing' tab):	
3			
4.		Weather Guard Truck or Van Storage Drawer: Steel, 9 1/2 inch Ht,20 inch Wd, 48inch deep. 1 drawer, white. Model number 306-3. Drawer load capacity 425lbs, attaches to truck bed or van floor.	I acknowledge
5.		Weather Guard Underbed box - White, model number 524-3-02. Fits flatbed, platform or dump truck bodies. 2.3 cu ft of storage. 3-point latching system. Rain gutter and full weather seal.	I acknowledge
6.		Weather Guard Aluminum 41" Lo-Side Box Model number 184-0-03. Push button lock that can code multiple boxes. Mount over the bed rails, and 90-degree cover opening. 12-volt access, compatible with powerSync accessibility.	I acknowledge
7.		Weather Guard Cross Box Storage. Model number 114-0-01. Full extra wide crossbox with a 15.3 cu ft storage capacity. 12 volt access	I acknowledge
8.		Luverne Grip Step 7" X 14" Aluminum WEW running boards for select Ford F-250, F350, F-450, model number 415114-401733. Included a pair of running boards and mounting hardware.	I acknowledge
9.		Auto Crane Senser/Pressure switch with 2400 PSI part number 360685000.	I acknowledge
10.		Ecco Mini 15" Light Bar 5585A. 12-24 VDC operation, high intensity LED's and reflective technology. 18 flash patterns. 4 Bold mount, Amber lens	I acknowledge
11.		Ecco 3400 SAE Class I LED safety Director. 9 built in flash patterns. 48.1" in length	I acknowledge
12.		CURT Xtra duty class 5 trailer hitch with 2" Receiver for Select Ford F-350 Super Duty. model number 15402. Rated to 17,000lbs gross trailer weight and 2550 lbs tongue weight. Compatible with weight distribution hitch.	I acknowledge
13.		Auto Crane Spool Assembly F480184 for 5005H, 640H Number 480186000	I acknowledge
14		Cargo Glide 100% Extension/2200 lbs - Full Size - Long Bed - model number CG2200XL-9548	I acknowledge
PRICING			
1		The Vendor's prices shall be firm throughout the first year of the contract period.	Yes
2		PRICING ADJUSTMENTS: Pricing can be requested on the anniversary of the award with justification.	Yes
Additional Product			
1		Supplier acknowledges the City may purchase through this value blanket additional 'Truck Parts and Accessories' from the winning supplier which are not explicitly quoted herein and agrees to sell those items at:	No

2	Percentage Off Supplier's List Cost: Percentage Off Supplier's List Cost, to arrive at a Unit Price Cost. Enter Percentage Discount Off Supplier's List Cost.	20 %
2.1	Discount percentages offered will remain unchanged throughout the life of the contract.	Yes
3	Percentage Markup Above Supplier's Cost: Should supplier not provide percentage off Supplier's list cost. Enter Percentage Markup Above Supplier's Cost here that applied to arrive at a Unit Price Cost.	no
3.1	Percentage Markup will remain unchanged throughout the life of the contract	Yes
4	Bidder is aware if it does not provide Percentage Off Supplier's List Cost, or does not provide Percentage Markup Above Supplier's Cost, for any additional 'Truck Parts and Accessories' which are not explicitly quoted herein, but may be realized are needed at a later point in time, that any resulting value blanket would be limited to the purchase of item types stated on Pricing Form.	Yes
Delivery		
1	Supplier acknowledges all freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	Yes
2	Supplier agrees all product shall be ordered/delivered FOB: Destination is the to the requesting Department. City reserves the right to pick up product at supplier's local distribution center, as needed.	Yes
3	Supplier certifies this product is available for pick up on an as-needed basis at the following local distribution center address (physically located within 15 miles of 914 E. North Foothills Dr. Spokane, WA 99207):	yes
4	Supplier acknowledges partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	Yes
5	Supplier specifies product herein quoted shall be delivered within the following number of business days ARO:	30
6	Supplier acknowledges product picked up at the supplier's local distribution center shall only be sold to employees bearing City identification. The full name of the employee purchasing the product shall be noted on the supplier's invoice and a packing list (or similar) shall be provided to the employee at the point of transaction. Failure to verify identification, obtain the employee's full name, and provide a packing list releases the City from any obligation to pay. Pickup orders shall be invoiced to the City within 5 business days of the transaction.	Yes
Payment Terms		

1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt and acceptance of goods 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 immediate make every effort to settle the disputed amount.	Yes
2	Supplier acknowledges all invoices shall reference the City's value blanket number, which shall be provided upon award, and the full name of the City employee who purchased the invoiced items.	Yes
Sales Tax		
1	Supplier 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.	Yes
Business Registration Requirement		
1	Supplier acknowledges 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 http://bls.dor.wa.gov or 1-800-451-7985 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.	Yes
2	Supplier's Business Registration No.	T13004305BUS
Polychlorinated Biphenyls (PCBs)		
1	In accordance with SMC 7.06.172(A), the respondent certifies that the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). 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 respondent 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 product type 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 measureable level?	
4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Yes
5	If so, note from whom the results can be obtained.	
6	Do you have reason to believe the product contains measurable levels of PCBs?	No
7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions		
1	Supplier accepts the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	Yes

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	Make/Model
Product									
	1. Weather Guard 306-3	Pack Rat Drawer unit 48"x20"x9"	Base	Each	1.00	\$1,129.20	\$1,129.20		
	2. Weather Guard 524-3-02	Underbed Truck Box 4.5 cu ft	Base	Each	1.00	\$465.84	\$465.84		
	2. Weather Guard 184-0-03	Aluminum 41" Lo-Side Box	Base	Each	1.00	\$638.56	\$638.56		
	4. Weather Guard 114-0-01	Cross Box Storage, Wide - Gull Wing	Base	Each	1.00	\$1,060.96	\$1,060.96		
	5. Luverne 415114-401733	Grip Step 7"x114" Aluminum W2@ Running Boards for Select Ford F-250, F-350, F-450	Base	Each	1.00	\$636.99	\$636.99		
	6. Auto Crane 360685000	Sensor, Pressure Switch, 2400 PSI	Base	Each	1.00	\$175.50	\$175.50		

7. Ecco Mini Light Bar 5585A	Strobe, Mini Light Bar Vehicle Light Bar Size, LED, SAE J845 class 1	Base	Each	1.00	\$328.03	\$328.03
8. Ecco 3410 A Single Bar	Vehicle Directional Light: Directional Light, LED, Linear, 8 Heads, Amber, Bracket, Pigtail	Base	Each	1.00	\$559.55	\$559.55
9. CURT 15402 hitch	Xtra Duty Class 5 trailer Hitch with 2" Receiver	Base	Each	1.00	\$466.05	\$466.05
10. Auto Crane 480186000 Spool Assembly	F480184 for 5005H,6406H	Base	Each	1.00	\$376.20	\$376.20
11. GargoGlide CG2200XL-9548	Slide out Cargo tray	Base	Each	1.00	\$2,250.00	\$2,250.00
12. Delivery	Delivery Fee	Base	Each	1.00	\$0.00	\$0.00
Total Base Bid	\$8,086.88					



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd 8/14/2024

Clerk's File # OPR 2024-0732

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept	FLEET SERVICES	Bid #	IPWQ 6182-24
------------------------	----------------	--------------	--------------

Contact Name/Phone	RICK GIDDINGS 625-7706	Requisition #	CR26600
---------------------------	------------------------	----------------------	---------

Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART BWILKERSON ZZAPPONE		
---------------------------	-------------------------------	--	--

Agenda Item Name	5100 - CONTRACT WITH HOTSY OF SPOKANE FOR WASH SITE MAINT.		
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Agenda Wording

Fleet Services would like to enter into a Public Works Maintenance Contract with Hotsy of Spokane for repair, maintenance, and products related to the City Vehicle Wash Site.

Summary (Background)

Fleet Services would like to enter into a Public Works Maintenance Contract with Hotsy of Spokane for repair, maintenance, and products related to the City Vehicle Wash Site. Yearly expenditure is not to exceed \$150,000. The term is 3 years with the option for 2 one-year extensions.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 450,000.00
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Current Year Cost	\$ 150,000.00
-------------------	---------------

Subsequent Year(s) Cost	\$ 150,000.00
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Narrative

IPWQ 6182-24 was issued in July returning 2 responsive quotes. An evaluation committee rated responses based on experience, qualifications, and cost. Hotsy of Spokane was unanimously selected as awardee.

Amount

Budget Account

Expense	\$ 100,000.00	# 4500-45700-37148-53201-99999
Expense	\$ 50,000.00	# 4500-45100-37148-54803-99999
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	GIDDINGS, RICHARD
<u>Division Director</u>	BOSTON, MATTHEW
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	SZAMBELAN, TIMOTHY
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

loran@hotsyspokane.com	rgiddings@spokanecity.org
atrussell@spokanecity.org	tbrazington@spokanecity.org
tprince@spokanecity.org	fleetservicesaccounting@spokanecity.org

Council Briefing Paper Finance & Administration Committee

Committee Date	August 26, 2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 509-625-7706
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Contract with Hotsy of Spokane for Wash Site Maintenance
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Fleet Services would like to enter into a Public Works Maintenance Contract with Hotsy of Spokane for repair, maintenance, and products related to the City Vehicle Wash Site. Yearly expenditure is not to exceed \$150,000. The term is 3 years with the option for 2 one-year extensions.
*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>\$150,000</u> Current year cost: \$150,000 Subsequent year(s) cost: \$150,000	
Narrative: IPWQ 6182-24 was issued in July returning 2 responsive quotes. An evaluation committee rated responses based on experience, qualifications, and cost. Hotsy of Spokane was unanimously selected as awardee.	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes	
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.) Wash site repairs are passed through to the site owner, SWC.	
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? None identified. • 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? Data will not be collected. • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Cost and service information will be monitored by Fleet for later evaluation. 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- 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? Aligns with Centralized Fleet Management Policy.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
No Subcommittee for this topic.



City of Spokane
**PREVENTATIVE MAINTENANCE
AGREEMENT**
Title: WASH FACILITY MAINTENANCE AND REPAIR

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **HOTSY OF SPOKANE, INC.**, whose address is 13218 U.S. 395, Eltopia, Washington 99330 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to provide Wash Facility Maintenance and Repair; and

WHEREAS, the Contractor was selected from IPWQ No. 6182-24.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on September 1, 2024, and ends on August 31, 2027, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor’s General Scope of Work for this Agreement is described in the City’s IPWQ and Contractor’s Response which is 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 Agreement controls.

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

4. COMPENSATION / PAYMENT.

Total annual compensation for Contractor’s services under this unit priced Agreement shall be a maximum amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, per year, plus applicable taxes, and in accordance with the Pricing Response in Exhibit C, unless modified by a written amendment to this Agreement, unless modified by a written

amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor shall submit its applications for payment to City of Spokane, Fleet Services Department, 914 East North Foothills Drive, Spokane, Washington, 99207. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

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

6. PREVENTATIVE MAINTENANCE.

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

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- C. A payment/performance bond is NOT required.
- D. Statutory retainage is NOT required.

7. CITY OF SPOKANE BUSINESS LICENSE.

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

www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. INDEMNIFICATION.

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

10. INSURANCE.

During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

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

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;

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

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

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

11. SUBCONTRACTOR RESPONSIBILITY.

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

12. INDEPENDENT CONTRACTOR.

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

13. ASSIGNMENT AND SUBCONTRACTING.

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

14. TERMINATION.

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

15. STANDARD OF PERFORMANCE.

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

16. ANTI KICK-BACK.

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

17. CONSTRUAL.

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

18. DEBARMENT AND SUSPENSION.

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

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall

have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk’s Records (online) or a valid Public Records Request (PRR).

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

HOTSY OF SPOKANE, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A – Debarment Certification
- Attachment B - Certification of Compliance with Wage Payment Statutes
- Attachment C – Contractor’s Response to IPWQ

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)



ATTACHMENT 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.*

ATTACHMENT C



STATE OF WASHINGTON

BUSINESS LICENSE

Limited Liability Company

HOTSY OF SPOKANE LLC
SPOKANE HOTSY
STE 102
812 S DISHMAN RD
SPOKANE VALLEY WA 99206-3118

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE VALLEY GENERAL BUSINESS - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 8/31/2025) - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

HOTSY OF OTHELLO
HOTSY OF SPOKANE
OTHELLO HOTSY
SPOKANE HOTSY

Issue Date: Aug 09, 2024

Unified Business ID #: 604350853

Business ID #: 001

Location: 0001

Expires: Nov 30, 2024

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

Director, Department of Revenue

UBI: 604350853 001 0001

STATE OF WASHINGTON

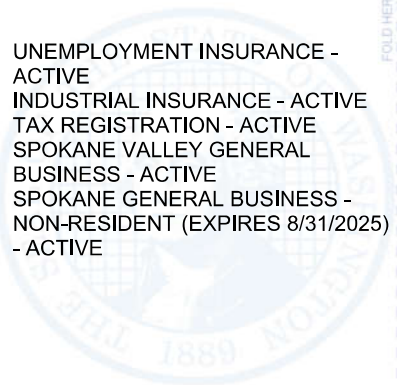
Expires: Nov 30, 2024

HOTSY OF SPOKANE LLC
SPOKANE HOTSY
STE 102
812 S DISHMAN RD
SPOKANE VALLEY WA 99206-3118

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 8/31/2025) - ACTIVE

FOLD HERE

FOLD HERE



Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2024

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.

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.

PRODUCER: Richland Office, Marsh McLennan Agency LLC. CONTACT NAME, PHONE: (509) 946-6161, FAX: (866) 215-4862. INSURED: Hotsy of Spokane, LLC. INSURER(S): Employers Mutual Casualty Company, NAIC #: 21415.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Spokane as additional insured.

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: City of Spokane, 808 W. Spokane Falls Blvd. 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: [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

- a. “Bodily injury” or “property damage” expected or intended from the standpoint of an insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of “property damage” to property in the care, custody and control of or property loaned to an insured as the result of any one “occurrence”, regardless of the number of:
 - (1) insureds;
 - (2) claims made or “suits” brought;
 - (3) persons or organizations making claims or bringing “suits”.

The aggregate limit listed above is the most we will pay for all damages because of “property damage” to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of “property damage” to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one “occurrence”, only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or “suit” to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3), j.(4), j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSUREDS

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by any vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
- 1. The license granted to you by such person(s) or organization(s) expires; or
 - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSURED - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph 3.a. is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

7. Subject to Paragraph **5.** above, \$10,000 is the Medical Expense Limit we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim, applies only when the “occurrence” or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An “executive officer” or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An “executive officer” or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph 4. **Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. “Your work” included in the “products-completed operations hazard”.

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

IPWQ #6182-24 Hotsy of Spokane

Quarterly Preventative Maintenance: 4 visits per year - \$700.00/year

Travel cost per unscheduled service calls - \$0.00

Percentage Markup for parts/materials pertaining to unscheduled service calls not specifically called out below – 50%

Straight Time Hourly Rate - \$135.00/hr

Overtime Hourly Rate - \$160.00/hr

Emergency Work Hourly Rate - \$160.00/hr

Holiday Hourly Rate - \$185.00/hr

Part #98460191 Detergent, Gallon, Carbonate Super Plus Super Cleaner \$7.50/gal

Part #98460235 Breakthrough 55 gallon \$407.00/55 gal (\$7.40/gal)

Part #98460231 Detergent, 1 gal \$7.90/gal

Part #98460211 Detergent, 1 gallon Nitro \$8.20/gal

Part #89046811 Detergent, 1 gallon Super XL \$7.90/gal

Part #89251570 Hose, 3/8" x 50' 1w 4000 PSI Hot SWXSW \$127.00/ea

Part #89251510 Hose, 3/8" x 25' 1w 4000 PSI Hot SWXSW \$179.00/ea

Percentage off list for items not spelt out above – 15%



Agenda Sheet for City Council:

Committee: PIES **Date:** 08/19/2024

Committee Agenda type: Consent

Date Rec'd 8/8/2024

Clerk's File # OPR 2024-0733

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept	SOLID WASTE DISPOSAL	Bid #	ITB 6157-24
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Contact Name/Phone	DAVID PAINE 625-6878	Requisition #	VALUE BLANKET
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Contact E-Mail	DPAINE@SPOKANECITY.ORG		
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Agenda Item Type	Purchase w/o Contract		
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Council Sponsor(s)	BWILKERSON KKLITZKE		
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Agenda Item Name	4490 VALUE BLANKET FOR THE PURCHASE OF ULTRA-LOW SULFUR DIESEL		
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Agenda Wording

Five year value blanket award to Eljay Oil Co. Inc. (Spokane Valley, WA) for the as-needed purchase of diesel for the Waste to Energy Facility from Oct. 1, 2024-Sep. 30, 2029 with an annual cost not to exceed \$150,000.00 plus tax. (\$750K total)

Summary (Background)

Ultra-low #2 dyed diesel is required for the operation of the Waste to Energy Facility. On July 15, 2024 bidding closed on ITB 6157-24 for the purchase of this diesel and required supporting equipment. Eljay Oil Co. Inc. was the only respondent. The value blanket award will be for five years.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 750,000.00 plus tax

Current Year Cost \$ 150,000.00 plus tax

Subsequent Year(s) Cost \$ 150,000.00 plus tax

Narrative

This is a routine operating supply expense that is planned for annually in the Solid Waste Disposal budget.

Amount

Budget Account

Expense	\$ 750,000.00	# 4490-44100-37148-53303
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	AVERYT, CHRIS	<u>Additional Approvals</u>	
<u>Division Director</u>	FEIST, MARLENE	<u>PURCHASING</u>	PRINCE, THEA
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	SZAMBELAN, TIMOTHY		
<u>For the Mayor</u>	PICCOLO, MIKE		

Distribution List

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rrinderle@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	August 19, 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 purchase of ultra-low sulfur #2 dyed diesel and supporting equipment.
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>Ultra-Low Sulfur #2 Dyed Diesel is required for the operation of the Waste to Energy Facility. During each scheduled maintenance outage, a vendor provides a 500-gallon double-lined tank and an electric pump and refuels the 500-gallon double-line tank and a 250-gallon air compressor. The vendor must be able to meet outage refueling and top off schedules that could be every 8 hours around the clock, twice a day, or even once a day.</p> <p>On July 15, 2024 bidding closed on ITB 6157-24 for the purchase of this diesel and required supporting equipment. Eljay Oil Co. Inc. (Spokane Valley, WA) was the only respondent. The resulting value blanket will be for five years beginning on October 1, 2024 and terminate on September 30, 2029. The total cost of the value blanket is anticipated to be \$750,000.00 plus tax (approximately \$150K annually).</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>\$750,000.00 plus tax</u> Current year cost: \$150,000.00 Subsequent year(s) cost: \$150,000.00</p> <p>Narrative: <u>This is a routine operating supply expense that is planned for annually in the Solid Waste Disposal budget.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue 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

Bid Response Summary

Bid Number ITB 6157-24
Bid Title Ultra Low Sulfur #2 Dyed Diesel Annual Requirement And Required Support Equipment
Due Date Monday, July 15, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Eljay Oil Co Inc
Submitted By Randy Folkins - Wednesday, July 10, 2024 3:29:58 PM [(UTC-08:00) Pacific Time (US & Canada)]
randy@eljayoil.com 509-926-9595

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
BACKGROUND			
	#1	The City of Spokane, Solid Waste Disposal, Waste To Energy (hereinafter "City"), located at 2900 S. Geiger Blvd, Spokane WA 99224, works under aggressive deadlines and schedules that require suppliers to provide high service levels. The City is initiating this invitation to bid to solicit bids from vendors who have a proven ability to provide two (2) standing, weekly-scheduled keepfill deliveries of Ultra Low Sulfur #2 Dyed Diesel in support of daily 24/7 operations, and to provide support equipment and as-needed deliveries of Ultra Low Sulfur #2 Dyed Diesel in support of scheduled outage maintenance operations, that could require deliveries every 8-hours around the clock, twice a day, or once a day.	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
	#1.1	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge

#2	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	I agree and I acknowledge
TERMS AND 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
#2	EXCEPTION: If you took exception to above, upload here.	
#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I Certify
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 BIDS		
#1	WITHDRAWAL OF BIDS Bidders may withdraw Bid prior to the scheduled due date and time. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the due date.	I agree and I acknowledge
BID EVALUATION		

	<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>BIDDING ERRORS</p>		
	<p>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 agree and I acknowledge</p>
<p>REJECTION OF BIDS</p>		
	<p>The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.</p>	<p>I agree and I acknowledge</p>
<p>AWARD OF CONTRACT</p>		
	<p>AWARD OF CONTRACT: Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results.</p>	<p>I agree and I acknowledge</p>
<p>INVOICING</p>		
<p></p>		

	<p>Invoices must be submitted to Spokane Solid Waste Disposal within 30 days. • All Invoices shall reference the invoice number and total quantities and types of materials. Invoices shall reference and list resulting Value Blanket Contract 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 receiver is received to support invoice. Invoices shall be emailed to mdorgan@spokanecity.org or mailed to Spokane Solid Waste Disposal, Attn: Office Manager, 2900 S Geiger Blvd, Spokane WA 99224.</p>	<p>I agree and I acknowledge</p>
<p>PAYMENT TERMS</p>		
<p>#1</p>	<p>Supplier acknowledges that 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</p>	<p>Payment Net 30.</p>	<p>I agree and I acknowledge</p>
<p>#3</p>	<p>EXCEPTION: If you took exception to above, upload here.</p>	
<p>BIDDER INFORMATION</p>		
<p>#1</p>	<p>Person's Name, Title, Email Address, and Phone Number Submitting Bid</p>	<p>Randy Folkins, President randy@eljayoil.com 509 926-9595</p>
<p>#2</p>	<p>State Person and Phone To Be Contacted By City Concerning Items Bid</p>	<p>Pat Sine 509 926-9595</p>
<p>ORGANIZATION</p>		
<p>#1</p>	<p>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>Washington C Corporation</p>
<p>CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT</p>		
<p></p>		

#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 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.</p>	I agree and I acknowledge
#2	City of Spokane Business Registration Number	600 364 370
<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	<p>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.</p>	Yes
<p>MINORITY BUSINESS ENTERPRISE</p>		

#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	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).	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 Bid invitation.	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 Bidder 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 supplier's review and approval at the time of a requested contract. The Supplier'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	Bids must provide ninety (90) days for acceptance by the City from the due date for receipt of Bids.	I agree and I acknowledge
CONTRACT PERIOD		
#1	Upon City Council approval, term of Value Blanket Order resulting from this ITB will be for a five-year period, beginning approximately October 1, 2024, and terminate on September 30, 2029. The total contract period not to exceed five (5) years.	I agree and I acknowledge

2	Bidder acknowledges that successful Bidder must have a proven ability to provide Ultra Low Sulfur #2 Dyed Diesel "and" Support Equipment that meet specification over a five-year period. Our City of Spokane Waste To Energy plant 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
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?	No
#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Don't Know
#5	if so attach the results or note from whom the results can be obtained.	
#6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
#7	Do you have reason to believe the product contains measurable levels of PCBs?	Yes
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 Bids and to accept the Bid deemed to be in the best interest of the City. The City may choose from more than one vendor.	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 Bids may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
#8	EXCEPTION: If you took exception to any of the above, explain here.	
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	Vendor 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 Bid specifications.	n/a
#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	EXCEPTION: If you took exception to any of the above, explain here.	
TECHNICAL SPECIFICATIONS		
#1	The purpose of these specifications is to provide the City of Spokane with a Blanket Order for the furnishing and delivery Ultra Low Sulfur #2 Dyed Diesel "and" Support Equipment for a period of five (5) years. To include any Anit-Gelling Agents that may be required.	I agree and I acknowledge

#1.1	All Diesel delivered shall be comparable to the specifications of Ultra Low Sulfur #2 Dyed Diesel Fuel.	I agree and I acknowledge
#1.2	Any Diesel delivered 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
#2	Two (2) Standing, Weekly-Scheduled, Keepfill Deliveries of Ultra Low Sulfur #2 Dyed Diesel In Support Of Daily 24/7 Operations.	Yes
#2.1	Vendor shall perform two (2) standing, weekly-scheduled, keepfill deliveries to the Waste to Energy Facility, between 7:30 a.m. to 2:30 p.m., Monday through Friday. Deliveries should be received by 2:30 P.M. Deliveries made outside these hours may be arranged occasionally on a case by case basis. All vendors will be held responsible to comply with the established receiving program. Any overtime costs incurred due to the supplier's non-compliance with the delivery schedule will be billed to the supplier at current rates. The City of Spokane also reserves the right to add delivery locations, if needed, within the city limits.	I agree and I acknowledge
#2.3	During "each" of the deliveries occurring per week, Vendor would be responsible for toff refueling of 550 gallon Plant Fuel Tank. Also provide "anti-gelling agents" as needed dedicated by weather temperatures at time of deliveries.	I agree and I acknowledge
#2.4	When performing standing, weekly-scheduled keepfill deliveries, Vendor would be responsible for providing toff refueling of two additional requirements as needed: Emergence Diesel Fire Pump Tank - Tank Size 280 Gallons; and Turning Gear Generator - Tank Size 50 Gallons. Also provide "anti-gelling agents" as needed dedicated by weather temperatures at time of deliveries.	I agree and I acknowledge
#2.5	Combined weekly deliveries could range from a total of 200 – 400 gallons, more or less.	I agree and I acknowledge
#3	As-Needed Deliveries And Support Equipment For Scheduled Outage Maintenance Operations. Scheduled Outage Maintenance Deliveries.	No

#3.1	Historically, WTEF conducts three scheduled maintenance-related outages per calendar year. The outage periods vary in length from 7 days to 18 days, with contractors providing services 24 hours a day. WTEF may opt to have contractors work 8 hours per day rather than 24 hours per day. Based on the total number of hours contractors work per day will determine the refueling/top off frequency schedule required of Vendor.	I agree and I acknowledge
#3.2	During each scheduled outage Vendor shall provide a 500-Gallon Double-Lined Tank and an Electric Pump. Vendor shall coordinate with COS WTEF Maintenance Supervisor one month in advance of each scheduled outage to coordinate delivery date and location of the 500 gallon double-lined tank; and to obtain a refueling/top off schedule that must be adhered to regarding the 500 gallon double-line tank and an air compressor having a tank size of 250 gallons. Vendor is not responsible for providing air compressor. Vendor must be able to meet outage refueling/top off schedules that could be: every 8 hours around the clock, twice a day, or once a day.	I agree and I acknowledge
#3.3	It is estimated that there could be a combined total of 50, more or less, Weekend and Night Time deliveries per year. Night Time delivery is defined as a delivery occurring after 5:00PM.	I agree and I acknowledge
#3.4	Provide Pump-out services of 500 gallon double-lined tank after scheduled maintenance outage if needed. Vendor shall be responsible for removal of any pumped out diesel and must provide a provide credit invoice for the quantity pumped out..	I agree and I acknowledge
#3.5	Vendors must provide order confirmations for each delivery requested. Vendors will be held responsible to comply with the established receiving program. Any overtime costs the City incurs by its Contractors due to Vendor's non-compliance with the delivery schedule will be billed to the Vendor at Contractor's rates.	I agree and I acknowledge
#3.5.1	DELIVERY DEFAULT: The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.	I agree and I acknowledge
#3.5.2	When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Vendor will be required to pay any differences in cost.	I agree and I acknowledge

#4	Annual Estimated Quantity is 20,500 gallons, more or less. Quantity is an estimate only and is not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made actual deliveries performed and accepted.	I agree and I acknowledge
#5	Successful Bidder shall furnish standard warranty.	yes
#6	Upload Safety Data Sheets here for Ultra Low Sulfur #2 Dyed Diesel.	SDSDetailPage (7) diesel fuel.pdf
#7	Upload Safety Data Sheets here for Anit-Gelling Agents.	Power Service Arctic Express
#9	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	20240618155558250.pdf
#9.1	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product	n/a
#10	EXCEPTION: If you took exception to any of the above, explain here.	
F.O.B. DELIVERY POINT:		
#1	DEIVERY - F.O.B. Delivery Point: Offload into applicable Storage Tanks, Spokane Solid Waste Disposal, Waste To Energy, 2900 S. Geiger Blvd, Spokane WA 99224.	I agree and I acknowledge
#1	FOB Delivery Point: Spokane Solid Waste Disposal, Waste To Energy Facility, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane, WA 99224-5400	I agree and I acknowledge
#2	"ALL" FREIGHT/SHIPPING IS THE RESPONSIBILITY OF THE WINNING VENDOR	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	EXCEPTION: If you took exception to any of the above, explain here.	
PRICING		
#1	Quantities shown on Pricing Form are annual 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.	I agree and I acknowledge

#2	Payment would only be made for actual keepfill deliveries made and accepted, and for as-needed delivery orders placed, delivered, and accepted.	I agree and I acknowledge
#3	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 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.	I agree and I acknowledge
#4	Bid Price represents the vendor's "per-gallon bid margin" over weekly-published OPIS average.	I agree and I acknowledge
#4.1	The bid margin shall use the OPIS Average Price for the ULSD No.2 as the base price. Bid margins must include the following: freight costs, gross profit, dye charges, and any other fees or charges assessed by the company on customer purchases. Bid margins must exclude sale tax. The applicable sales tax rate will be added as a separate line item by vendor at the time of invoicing.	I agree and I acknowledge
#4.2	The bidder must bid a "per gallon bid margin". A maximum of four (4) numbers to the right of the decimal point on a dollars/gallon basis will be considered. Per gallon bid margin will remain firm for the first term of the contract, implied first year contract.	I agree and I acknowledge
#4.3	Bidder must download, complete, upload Pricing Page ITB 6157-24, that is located in the Documents Tab. Upload Here.	City of Spokane WTE Fuel bid.pdf
#4.3.1	UNIT PRICE: Should not include tax.	I agree and I acknowledge
#5	Price increases to Bidder's "per-gallon bid margin" will not be considered before the end of the first term of the Contract, 10/1/2024 – 9/30/2025.	I agree and I acknowledge
#5.1	Adjustments to Vendor's "per-gallon margin pricing" after contract commencement date, shall not produce a higher profit margin than that on the original contract, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources.	I agree and I acknowledge
#5.2	Approved price adjustments to Vendor's "per-gallon margin pricing" shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City.	I agree and I acknowledge

#5.3	A written request for a price adjustment will be submitted a minimum of sixty (60) calendar days in advance of a proposed effective date.	I agree and I acknowledge
#5.4	Retroactive price increase adjustments will not be considered.	I agree and I acknowledge
#5.5	An approved price increase to Vendor's "per-gallon margin pricing" will become effective after the approval of the increase.	I agree and I acknowledge
#5.5.1	Approved price changes to Vendor's "per-gallon margin pricing" will be put into effect through the use of a change order to the Agreement. Price changes will not be retroactive	I agree and I acknowledge
#5.6	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
#6	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
#6.1	During the term of the contract, should the Vendor realize any declines in Vendor's "per-gallon margin pricing", Vendor's "per-gallon margin pricing", Vendor shall immediately request that an amendment to Valve Blanket Contract. Price decreases to Vendor's "per-gallon margin pricing" may be considered and implemented at any time upon mutual consent of the parties.	I agree and I acknowledge
#7	VENDOR'S MARKUP PERCENTAGE: Should additional related-support equipment items be needed in support of Scheduled Outage Maintenance Operations, that are not currently listed on Pricing Page, Vendor should provide its Markup Percent above Vendor's Cost.	I agree and I acknowledge
DELIVERY DEFAULT		
#1	The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Supplier.	I agree and I acknowledge
#2	When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Supplier will be required to pay any differences in cost.	I agree and I acknowledge
BIDDER PREQUALIFICATION:		
#1	Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the Purchaser.	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
#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

THIS PAGE MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM

Pricing Page

ITB 6157-24, Ultra Low Sulfur #2 Dyed Diesel Annual Requirement And Required Support Equipment, Spokane Solid Waste Disposal, Waste To Energy Facility (WTEF), City Of Spokane.

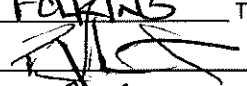
The undersigned agrees to furnish the following items at the prices stated, subject to the conditions and requirements of this Bid.

Item	Margin +/- OPIS	
<p>Bid Price represents the vendor's "per-gallon bid margin" over weekly-published OPIS average. Enter Margin +/- OPIS. A maximum of four (4) numbers to the right of the decimal point on a dollars/gallon basis will be considered. Bid Margin will remain firm for the first term of the contract, implied first year of original contract. Bid margins must include the following: freight costs, gross profit, dye charges, and any other fees or charges assessed by the company on customer purchases. Bid margins "should not" include sale tax.</p>	<p><i>.258 / GALLON</i></p>	
	Annual Estimated Qty	Per Deliver
<p>Fee for Weekend and Night Deliveries. It is estimated that there could be 50 more or less Weekend and Or Night Deliveries per year.</p>	50	\$ <i>150.00</i>
	Annual Estimated Qty	Each
<p>Provide Power Service Diesel Fuel Supplement, PSDS351E (brand name or equal) when refilling as required based on temperature.</p>	15	\$ <i>4.62</i>
<p>Provide Power Service Diesel Fuel Supplement, PSDS436E (brand name or equal) when refilling as required based on temperature.</p>	10	\$ <i>14.62</i>
	Annual Estimated Usage Periods	Total Cost To Per Incurred Per Outage- Period Regardless of Length of Outage Days.

Cost incurred to be incurred for rental of 50- Gallon Double-Lined Tank, per an Outage Period regardless of length of outage. Cost to include delivery and pickup.	3	\$ 0
Cost incurred to be incurred for rental of Electric Pump, per an Outage Period regardless of length of outage. Cost to include delivery and pickup.	3	\$ 0
VENDOR'S MARKUP PERCENTAGE: Should additional related-support equipment items be needed in support of Scheduled Outage Maintenance Operations, that are not currently listed above, Vendor should provide its Markup Percent above Vendor's Cost. Markup Percent remain unchanged throughout the life of the contract. Enter Vendor's Markup Percent.	13 %	
Any other additional cost to be incurred not listed above. If not listed will not be allowed later.		
Description of Cost To Be Incurred	List cost amount to be incurred and how cost is calculated	

Firm Name: ELJAY OIL CO. INC. DATE: 7/10/24

NAME: RANDY FOLKINS TITLE: PRES.

SIGNATURE: 

PHONE: 509 924-9595 EMAIL: RANDY@ELJAYOIL.COM



06/17/2024

To Whom it may concern,

Eljay Oil Co., Inc. has been incorporated in the State of Washington for over 40 years and has marketed petroleum products in the Greater Spokane Area since 1959.

Eljay Oil is a local, family owned business that takes great pride in supporting it's 100% local employee base.

We continually stock a full line of Chevron lubricants and fuels as well as coolants, chemicals, solvents, and environmental related products.

We maintain a fleet of modern reliable delivery vehicles, assuring the most prompt and professional delivery service available.

We also offer many other supporting services including oil analysis, technical assistance, and waste oil pick-up. Please feel free to reach out to any of us 24/7. Someone is always available to assist.

Thank you for your consideration.

Randy Folkins

President

Eljay Oil Co., Inc

Safety Data Sheet



SECTION 1 PRODUCT AND COMPANY IDENTIFICATION

DIESEL FUEL No. 2

Product Use: Fuel Oil

Product Number(s): 180004, 180005, 180006, 180007, 180008, 180009, 180010, 180011, 180012, 180013, 180014, 180015, 180016, 180017, 180020, 180178, 180179, 180181, 180182, 180184, 180185, 180191, 180205, 180206

Company Identification

Chevron Canada Ltd.
1200-1050 West Pender Street
Vancouver, BC V6E 3T4
Canada

Transportation Emergency Response

CHEMTREC: (800) 424-9300 or (703) 527-3887

Health Emergency

Chevron Emergency & Information Center: Located in the USA. International collect calls accepted. (800) 231-0623 or (510) 231-0623

Product Information

Technical Information: (510) 242-5357

SPECIAL NOTES: This SDS covers all Chevron, Texaco and Calco CARB & non-CARB Diesel No. 2 Fuels. The sulfur content is less than 0.5% (mass). Red dye is added to non-taxable fuel. (SDS 6894)

SECTION 2 HAZARDS IDENTIFICATION

CLASSIFICATION: Flammable liquid: Category 3. Aspiration toxicant: Category 1. Carcinogen: Category 1B. Skin irritation: Category 2. Target organ toxicant (repeated exposure): Category 2. Target organ toxicant (central nervous system): Category 3. Acute inhalation toxicant: Category 4. Acute aquatic toxicant: Category 2. Chronic aquatic toxicant: Category 2.



Signal Word: Danger

Physical Hazards: Flammable liquid and vapour (H226).

Health Hazards: May be fatal if swallowed and enters airways (H304). May cause cancer (H350). Causes skin irritation (H315). Harmful if inhaled (H332). May cause drowsiness or dizziness (H336).

Target Organs:

May cause damage to organs (Blood/Blood Forming Organs, Liver, Thymus) through prolonged or repeated

exposure (H373).

Environmental Hazards: Toxic to aquatic life with long lasting effects (H411).

PRECAUTIONARY STATEMENTS:

General: Keep out of reach of children (P102). Read label before use (P103).

Prevention: Do not handle until all safety precautions have been read and understood (P202). Keep away from heat, sparks, open flames and other ignition sources. No smoking (P210). Obtain special instructions before use (P201). Ground and bond container and receiving equipment (P240). Keep container tightly closed (P233). Avoid release to the environment (P273). Wash thoroughly after handling (P264). Use explosion-proof electrical/ventilating/lighting equipment (P241). Use non-sparking tools (P242). Take action to prevent static discharge (P243). Do not breathe dust/fume/gas/mist/vapours/spray (P260). Use only outdoors or in a well-ventilated area (P271). Wear protective gloves/protective clothing/eye protection/face protection (P280).

Response: IF INHALED: Remove person to fresh air and keep comfortable for breathing (P304+P340). Call a POISON CENTER/doctor if you feel unwell (P312). IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower (P303+P361+P353). If skin irritation occurs: Get medical advice/attention (P332+P313). IF SWALLOWED: Immediately call a POISON CENTER/doctor (P301+P310). Do NOT induce vomiting (P331). IF exposed or concerned: Get medical advice/attention (P308+P313). In case of fire: Use media specified in the SDS to extinguish (P370+P378). Specific treatment (see Notes to Physician on this label) (P321). Collect spillage (P391).

Storage: Store locked up (P405). Store in a well-ventilated place. Keep container tightly closed (P403+P233). Store in a well-ventilated place. Keep cool (P403+P235).

Disposal: Dispose of contents/container in accordance with applicable local/regional/national/international regulations (P501).

SECTION 3 COMPOSITION/ INFORMATION ON INGREDIENTS

COMPONENTS	CAS NUMBER	AMOUNT
Total sulfur	Mixture	0 - 5000 ppm
Diesel Fuel No. 2	68476-34-6	80 - 100 %volume
Renewable Diesel	Mixture	10 - 30 %volume
Fatty Acid Methyl Esters (FAME)	Mixture	0 - 5 %volume
Naphthalene	91-20-3	0.1 - 1 %volume

Note that the actual concentration or concentration range of some or all of the above ingredients is considered confidential business information and is being withheld as permitted by WHMIS 2015.

SECTION 4 FIRST AID MEASURES

Description of first aid measures

Eye: No specific first aid measures are required. As a precaution, remove contact lenses, if worn, and flush eyes with water.

Skin: Wash skin with water immediately and remove contaminated clothing and shoes. Get medical attention if any symptoms develop. To remove the material from skin, use soap and water. Discard contaminated clothing and shoes or thoroughly clean before reuse.

Ingestion: If swallowed, get immediate medical attention. Do not induce vomiting. Never give anything by mouth to an unconscious person.

Inhalation: Move the exposed person to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention if breathing difficulties continue or if any other symptoms develop.

Most important symptoms and effects, both acute and delayed

IMMEDIATE HEALTH EFFECTS

Eye: Not expected to cause prolonged or significant eye irritation.

Skin: Contact with the skin causes irritation. Symptoms may include pain, itching, discoloration, swelling, and blistering. Contact with the skin is not expected to cause an allergic skin response.

Ingestion: Highly toxic; may be fatal if swallowed. Because of its low viscosity, this material can directly enter the lungs, if swallowed, or if subsequently vomited. Once in the lungs it is very difficult to remove and can cause severe injury or death. May be irritating to mouth, throat, and stomach. Symptoms may include pain, nausea, vomiting, and diarrhea.

Inhalation: May be harmful if inhaled. Excessive or prolonged breathing of this material may cause central nervous system effects. Central nervous system effects may include headache, dizziness, nausea, vomiting, weakness, loss of coordination, blurred vision, drowsiness, confusion, or disorientation. At extreme exposures, central nervous system effects may include respiratory depression, tremors or convulsions, loss of consciousness, coma or death.

DELAYED OR OTHER HEALTH EFFECTS:

Cancer: Whole diesel engine exhaust has been classified as a Group 2A carcinogen (probably carcinogenic to humans) by the International Agency for Research on Cancer (IARC). Prolonged or repeated exposure to this material may cause cancer. Contains naphthalene, which has been classified as a Group 2B carcinogen (possibly carcinogenic to humans) by the International Agency for Research on Cancer (IARC).

Target Organs: Contains material that may cause damage to the following organ(s) following repeated inhalation at concentrations above the recommended exposure limit based on animal data: Liver Blood/Blood Forming Organs Thymus See Section 11 for additional information. Risk depends on duration and level of exposure.

Indication of any immediate medical attention and special treatment needed

Note to Physicians: Ingestion of this product or subsequent vomiting may result in aspiration of light hydrocarbon liquid, which may cause pneumonitis.

SECTION 5 FIRE FIGHTING MEASURES

EXTINGUISHING MEDIA: Use water fog, foam, dry chemical or carbon dioxide (CO₂) to extinguish flames.

Unusual Fire Hazards: See Section 7 for proper handling and storage.

PROTECTION OF FIRE FIGHTERS:

Fire Fighting Instructions: For fires involving this material, do not enter any enclosed or confined fire space without proper protective equipment, including self-contained breathing apparatus.

Combustion Products: Highly dependent on combustion conditions. A complex mixture of airborne solids, liquids, and gases including carbon monoxide, carbon dioxide, and unidentified organic compounds will be evolved when this material undergoes combustion.

SECTION 6 ACCIDENTAL RELEASE MEASURES

Protective Measures: Eliminate all sources of ignition in the vicinity of the spill or released vapor. If this material is released into the work area, evacuate the area immediately. Monitor area with combustible gas indicator.

Spill Management: Stop the source of the release if you can do it without risk. Contain release to prevent further contamination of soil, surface water or groundwater. Clean up spill as soon as possible, observing precautions in Exposure Controls/Personal Protection. Use appropriate techniques such as applying non-combustible absorbent materials or pumping. All equipment used when handling the product must be grounded. A vapor suppressing foam may be used to reduce vapors. Use clean non-sparking tools to collect absorbed material. Where feasible and appropriate, remove contaminated soil. Place contaminated materials in disposable containers and dispose of in a manner consistent with applicable regulations.

Reporting: Report spills to local authorities as appropriate or required.

SECTION 7 HANDLING AND STORAGE

General Handling Information: Avoid contaminating soil or releasing this material into sewage and drainage systems and bodies of water.

Precautionary Measures: Liquid evaporates and forms vapor (fumes) which can catch fire and burn with explosive force. Invisible vapor spreads easily and can be set on fire by many sources such as pilot lights, welding equipment, and electrical motors and switches.

Do not get in eyes, on skin, or on clothing. Do not taste or swallow. Do not breathe vapor or fumes. Do not breathe mist. Wash thoroughly after handling. Keep out of the reach of children.

Unusual Handling Hazards: Slow heat generation may occur with oil-soaked rags, spent filter aids and spent absorbent material and may cause spontaneous combustion if stored near combustibles and not handled properly. Store biodiesel soaked rags, filter aids, and spill absorbent material in approved safety disposal containers and dispose of properly. Biodiesel soaked rags may be washed with soap and water and allowed to dry in well ventilated area. **WARNING!** Do not use as portable heater or appliance fuel. Toxic fumes may accumulate and cause death.

Static Hazard: Electrostatic charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard, bonding and grounding may be necessary but may not, by themselves, be sufficient. Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (including tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures.

Container Warnings: Container is not designed to contain pressure. Do not use pressure to empty container or it may rupture with explosive force. Empty containers retain product residue (solid, liquid, and/or vapor) and can be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, static electricity, or other sources of ignition. They may explode and cause injury or death. Empty containers should be completely drained, properly closed, and promptly returned to a drum reconditioner or disposed of properly.

General Storage Information: DO NOT USE OR STORE near heat, sparks, flames, or hot surfaces. USE AND STORE ONLY IN WELL VENTILATED AREA. Keep container closed when not in use.

SECTION 8 EXPOSURE CONTROLS/PERSONAL PROTECTION

GENERAL CONSIDERATIONS:

Consider the potential hazards of this material (see Section 2), applicable exposure limits, job activities, and other substances in the work place when designing engineering controls and selecting personal protective equipment. If engineering controls or work practices are not adequate to prevent exposure to harmful levels of this material, the personal protective equipment listed below is recommended. The user should read and understand all instructions and limitations supplied with the equipment since protection is usually provided for a limited time or under certain circumstances.

ENGINEERING CONTROLS:

Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below the recommended exposure limits.

PERSONAL PROTECTIVE EQUIPMENT

Eye/Face Protection: No special eye protection is normally required. Where splashing is possible, wear safety glasses with side shields as a good safety practice.

Skin Protection: Wear protective clothing to prevent skin contact. Selection of protective clothing may include gloves, apron, boots, and complete facial protection depending on operations conducted. Suggested materials for protective gloves include: Chlorinated Polyethylene (or Chlorosulfonated Polyethylene), Nitrile Rubber, Polyurethane, Viton.

Respiratory Protection: Determine if airborne concentrations are below the recommended occupational exposure limits for jurisdiction of use. If airborne concentrations are above the acceptable limits, wear an approved respirator that provides adequate protection from this material, such as: Air-Purifying Respirator for Organic Vapors.

When used as a fuel, this material can produce carbon monoxide in the exhaust. Determine if airborne concentrations are below the occupational exposure limit for carbon monoxide. If not, wear an approved positive-pressure air-supplying respirator.

Use a positive pressure air-supplying respirator in circumstances where air-purifying respirators may not provide

adequate protection.

Occupational Exposure Limits:

Component	Country/ Agency	Form	TWA	STEL	Ceiling	Notation
Diesel Fuel No. 2	ACGIH	Inhalable fraction and vapor	100 mg/m ³	--	--	Skin total hydrocarbon
Diesel Fuel No. 2	ACGIH	Vapor	100 mg/m ³	--	--	Skin
Diesel Fuel No. 2	ACGIH	Vapor and aerosol	100 mg/m ³	--	--	Skin total hydrocarbon
Diesel Fuel No. 2	CVX	Vapor and aerosol	100 mg/m ³	--	--	Skin total hydrocarbon
Naphthalene	ACGIH	Vapor	10 ppm	15 ppm	--	A4 Skin
Naphthalene	ACGIH	--	10 ppm	--	--	Skin

NOTE ON OCCUPATIONAL EXPOSURE LIMITS: Consult local authorities for acceptable provincial values in Canada. Consult the Canadian Standards Association Standard Z94.4-2011 Selection, Use and Care of Respirators.

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

Attention: the data below are typical values and do not constitute a specification.

Color: Varies depending on specification

Physical State: Liquid

Odor: Petroleum odor

Odor Threshold: Not available

pH: Not Applicable

Vapor Pressure: 0.04 kPa (Approximate) @ 40 °C (104 °F)

Vapor Density (Air = 1): >1

Initial Boiling Point: 175.6°C (348.1°F) - 370°C (698°F)

Solubility: Soluble in hydrocarbons; insoluble in water

Freezing Point: Not Applicable

Melting Point: Not Applicable

Specific Gravity: 0.80 - 0.88 @ 15.6°C (60.1°F) (Typical)

Density: Not available

Viscosity: 1.90 cSt - 4.10 cSt @ 40°C (104°F)

Coefficient of Therm. Expansion / °F: Not available

Evaporation Rate: Not available

Decomposition temperature: Not available

Octanol/Water Partition Coefficient: Not available

FLAMMABLE PROPERTIES:

Flammability (solid, gas): Not Available

Flashpoint: (Pensky-Martens Closed Cup) 52 °C (125 °F) (Minimum)

Autoignition: 257 °C (494 °F)

Flammability (Explosive) Limits (% by volume in air): Lower: 0.6 Upper: 4.7

SECTION 10 STABILITY AND REACTIVITY

Reactivity: May react with strong acids or strong oxidizing agents, such as chlorates, nitrates, peroxides, etc.

Chemical Stability: This material is considered stable under normal ambient and anticipated storage and handling conditions of temperature and pressure.

Conditions to Avoid: Avoid contact with heat, sparks, fire and oxidizing agents

Incompatibility With Other Materials: Not applicable

Hazardous Decomposition Products: None known (None expected)
Hazardous Polymerization: Hazardous polymerization will not occur.
Sensitivity to Mechanical Impact: No.

SECTION 11 TOXICOLOGICAL INFORMATION

Information on toxicological effects

Serious Eye Damage/Irritation: The eye irritation hazard is based on evaluation of data for similar materials.

Skin Corrosion/Irritation: The skin irritation hazard is based on evaluation of data for similar materials.

Skin Sensitization: The skin sensitization hazard is based on evaluation of data for similar materials.

Acute Dermal Toxicity: The acute dermal toxicity hazard is based on evaluation of data for similar materials.

Acute Oral Toxicity: The acute oral toxicity hazard is based on evaluation of data for similar materials.

Acute Inhalation Toxicity: The acute inhalation toxicity hazard is based on evaluation of data for similar materials. For additional information on the acute toxicity of the components, call the technical information center.

Acute Toxicity Estimate (inhalation): 1.2 mg/l

Germ Cell Mutagenicity: The hazard evaluation is based on data for components or a similar material.

Carcinogenicity: The hazard evaluation is based on data for components or a similar material.

Reproductive Toxicity: The hazard evaluation is based on data for components or a similar material.

Specific Target Organ Toxicity - Single Exposure: The hazard evaluation is based on data for components or a similar material.

Specific Target Organ Toxicity - Repeated Exposure: The hazard evaluation is based on data for components or a similar material.

ADDITIONAL TOXICOLOGY INFORMATION:

This product contains gas oils.

CONCAWE (product dossier 95/107) has summarized current health, safety and environmental data available for a number of gas oils, typically hydrodesulfurized middle distillates, CAS 64742-80-9, straight-run middle distillates, CAS 64741-44-2, and/or light cat-cracked distillate CAS 64741-59-9. **CARCINOGENICITY:** All materials tested have caused the development of skin tumors in mice, but all featured severe skin irritation and sometimes a long latency period before tumors developed. Straight-run and cracked gas oil samples were studied to determine the influence of dermal irritation on the carcinogenic activity of middle distillates. At non-irritant doses the straight-run gas oil was not carcinogenic, but at irritant doses, weak activity was demonstrated. Cracked gas oils, when diluted with mineral oil, demonstrated carcinogenic activity irrespective of the occurrence of skin irritation. Gas oils were tested on male mice to study tumor initiating/promoting activity. The results demonstrated that while a straight-run gas oil sample was neither an initiator or promotor, a blend of straight-run and FCC stock was both a tumor initiator and a promoter.

GENOTOXICITY: Hydrotreated & hydrodesulfurized gas oils range in activity from inactive to weakly positive in in-vitro bacterial mutagenicity assays. Mouse lymphoma assays on straight-run gas oils without subsequent hydrodesulphurization gave positive results in the presence of S9 metabolic activation. In-vivo bone marrow cytogenetics and sister chromatic exchange assay exhibited no activity for straight-run components with or without hydrodesulphurization. Thermally or catalytically cracked gas oils tested with in-vitro bacterial mutagenicity assays in the presence of S9 metabolic activation were shown to be mutagenic. In-vitro sister chromatic exchange assays on cracked gas oil gave equivocal results both with and without S9 metabolic activation. In-vivo bone marrow cytogenetics assay was inactive for two cracked gas oil samples. Three hydrocracked gas oils were tested with in-vitro bacterial mutagenicity assays with S9, and one of the three gave positive results. Twelve distillate fuel samples were tested with in-vitro bacterial mutagenicity assays & with S9 metabolic activation and showed negative to weakly positive results. In one series, activity was shown to be related to the PCA content of samples tested.

Two in-vivo studies were also conducted. A mouse dominant lethal assay was negative for a sample of diesel fuel. In the other study, 9 samples of No 2 heating oil containing 50% cracked stocks caused a slight increase in the number of chromosomal aberrations in bone marrow cytogenetics assays. **DEVELOPMENTAL TOXICITY:** Diesel fuel vapor did not cause fetotoxic or teratogenic effects when pregnant rats were exposed on days 6-15 of pregnancy. Gas oils were applied to the skin of pregnant rats daily on days 0-19 of gestation. All but one (coker light gas oil) caused fetotoxicity (increased resorptions, reduced litter weight, reduced litter size) at dose levels that were also maternally toxic.

The National Institute of Occupational Safety and Health (NIOSH) has recommended that whole diesel exhaust be regarded as potentially causing cancer. This recommendation was based on test results showing increased lung cancer in laboratory animals exposed to whole diesel exhaust.

This product contains naphthalene.

GENERAL TOXICITY: Exposure to naphthalene has been reported to cause methemoglobinemia and/or hemolytic anemia, especially in humans deficient in the enzyme glucose-6-phosphate dehydrogenase. Laboratory animals given repeated oral doses of naphthalene have developed cataracts. **REPRODUCTIVE TOXICITY AND BIRTH DEFECTS:** Naphthalene did not cause birth defects when administered orally to rabbits, rats, and mice during pregnancy, but slightly reduced litter size in mice at dose levels that were lethal to the pregnant females. Naphthalene has been reported to cross the human placenta. **GENETIC TOXICITY:** Naphthalene caused chromosome aberrations and sister chromatid exchanges in Chinese hamster ovary cells, but was not a mutagen in several other in-vitro tests. **CARCINOGENICITY:** In a study conducted by the National Toxicology Program (NTP), mice exposed to 10 or 30 ppm of naphthalene by inhalation daily for two years had chronic inflammation of the nose and lungs and increased incidences of metaplasia in those tissues. The incidence of benign lung tumors (alveolar/bronchiolar adenomas) was significantly increased in the high-dose female group but not in the male groups. In another two-year inhalation study conducted by NTP, exposure of rats to 10, 30, and 60 ppm naphthalene caused increases in the incidences of a variety of nonneoplastic lesions in the nose. Increases in nasal tumors were seen in both sexes, including olfactory neuroblastomas in females at 60 ppm and adenomas of the respiratory epithelium in males at all exposure levels. The relevance of these effects to humans has not been established. No carcinogenic effect was reported in a 2-year feeding study in rats receiving naphthalene at 41 mg/kg/day.

SECTION 12 ECOLOGICAL INFORMATION

ECOTOXICITY

A series of studies on the acute toxicity of 4 diesel fuel samples were conducted by one laboratory using water accommodated fractions. The range of effective (EC50) or lethal concentrations (LC50) expressed as loading rates were: This material is expected to be toxic to aquatic organisms and may cause long-term adverse effects in the aquatic environment.

72 hour(s) EC50: 2.6-25 mg/l (*Selenastrum capricornutum*)

96 hour(s) LC50: 21-210 mg/l (*Salmo gairdneri*)

48 hour(s) EC50: 20-210 mg/l (*Daphnia magna*)

MOBILITY

No data available.

PERSISTENCE AND DEGRADABILITY

This material is not expected to be readily biodegradable. On release to the environment the lighter components of diesel fuel will generally evaporate but depending on local environmental conditions (temperature, wind, mixing or wave action, soil type, etc.) the remainder may become dispersed in the water column or absorbed to soil or sediment. Diesel fuel would not be expected to be readily biodegradable. In a modified Strum test (OECD method 301B) approximately 40% biodegradation was recorded over 28 days. However, it has been shown that most hydrocarbon components of diesel fuel are degraded in soil in the presence of oxygen. Under anaerobic conditions, such as in anoxic sediments, rates of biodegradation are negligible.

The product has not been tested. The statement has been derived from products of a similar structure and composition.

POTENTIAL TO BIOACCUMULATE

Bioconcentration Factor: No data available.

Octanol/Water Partition Coefficient: No data available

SECTION 13 DISPOSAL CONSIDERATIONS

Use material for its intended purpose or recycle if possible. This material, if it must be discarded, may meet the criteria of a hazardous waste as defined by USEPA under RCRA (40CFR261), Environment Canada, or other State, Provincial, and local regulations. Measurement of certain physical properties and analysis for regulated components may be necessary to make a correct determination. If this material is classified as a hazardous waste, federal law requires disposal at a licensed hazardous waste disposal facility.

SECTION 14 TRANSPORT INFORMATION

The description shown may not apply to all shipping situations. Consult 49CFR, or appropriate Dangerous Goods Regulations, for additional description requirements (e.g., technical name) and mode-specific or quantity-specific shipping requirements.

TC Shipping Description: SEE IMO/IMDG SHIPPING DESCRIPTION OR REFERENCE BILL OF LADING

IMO/IMDG Shipping Description: For packages with an Initial Boiling Point > 35 deg C and a Flash Point (PM Closed Cup) >= 23 deg C, <= 60 deg C: UN1202, GAS OIL, 3, III, FLASH POINT SEE SECTION 5 OR 9, MARINE POLLUTANT (DIESEL FUEL); OPTIONAL DISCLOSURE: UN1268, PETROLEUM DISTILLATES, N.O.S. (DIESEL FUEL), 3, III, FLASH POINT SEE SECTION 5 OR 9, MARINE POLLUTANT (DIESEL FUEL) For packages with a Flash Point (PM Closed Cup) > 60 deg C: UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (DIESEL FUEL), 9, III, MARINE POLLUTANT (DIESEL FUEL)

ICAO/IATA Shipping Description: For packages with an Initial Boiling Point > 35 deg C and a Flash Point (PM Closed Cup) >= 23 deg C, <= 60 deg C: UN1202, GAS OIL, 3, III For packages with a Flash Point (PM Closed Cup) > 60 deg C: UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (DIESEL FUEL), 9, III, MARINE POLLUTANT (DIESEL FUEL)

DOT Shipping Description: For packages with an Initial Boiling Point > 35 deg C and a Flash Point (PM Closed Cup) >= 23 deg C but <= 60 deg C: UN1202, GAS OIL, 3, III; OPTIONAL DISCLOSURE: UN1202, GAS OIL, 3, III, MARINE POLLUTANT (DIESEL FUEL) Optional disclosure per 49 CFR when Flash Point (PM Closed Cup) >= 38 deg C < 93 deg C per 49 173.150 (f): UN1202, GAS OIL, COMBUSTIBLE LIQUID, III; NON-BULK PACKAGES ARE EXEMPTED FROM THE PROVISIONS OF 49 CFR IN USA JURISDICTIONS Optional disclosure as a GHS Environmental Hazard/Marine Pollutant when Flash Point (PM Closed Cup) > 60 deg C: UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.(DIESEL FUEL), 9, III, MARINE POLLUTANT (DIESEL FUEL)

SECTION 15 REGULATORY INFORMATION

REGULATORY LISTS SEARCHED:

01-1=IARC Group 1

01-2A=IARC Group 2A

01-2B=IARC Group 2B

The following components of this material are found on the regulatory lists indicated.

Naphthalene

01-2B

CHEMICAL INVENTORIES:

All components comply with the following chemical inventory requirements: DSL (Canada), TSCA (United States).

SECTION 16 OTHER INFORMATION

- REVISION STATEMENT:** SECTION 03 - Composition information was added.
- SECTION 03 - Composition information was deleted.
- SECTION 04 - Immediate Health Effects - Inhalation information was modified.
- SECTION 07 - Precautionary Measures information was modified.
- SECTION 07 - Unusual Handling Hazards information was modified.
- SECTION 08 - General Considerations information was modified.
- SECTION 08 - Occupational Exposure Limit Table information was modified.
- SECTION 09 - Physical/Chemical Properties information was added.
- SECTION 09 - Physical/Chemical Properties information was deleted.
- SECTION 09 - Physical/Chemical Properties information was modified.
- SECTION 11 - Additional Toxicology Information information was deleted.
- SECTION 11 - Toxicological Information information was added.
- SECTION 11 - Toxicological Information information was deleted.
- SECTION 15 - Chemical Inventories information was modified.
- SECTION 15 - Regulatory Information information was modified.

Revision Date: April 16, 2020

ABBREVIATIONS THAT MAY HAVE BEEN USED IN THIS DOCUMENT:

TLV - Threshold Limit Value	TWA - Time Weighted Average
STEL - Short-term Exposure Limit	PEL - Permissible Exposure Limit
GHS - Globally Harmonized System	CAS - Chemical Abstract Service Number
ACGIH - American Conference of Governmental Industrial Hygienists	IMO/IMDG - International Maritime Dangerous Goods Code
API - American Petroleum Institute	SDS - Safety Data Sheet
WHMIS - Workplace Hazardous Materials Information System	NFPA - National Fire Protection Association (USA)
DOT - Department of Transportation (USA)	NTP - National Toxicology Program (USA)
IARC - International Agency for Research on Cancer	OSHA - Occupational Safety and Health Administration
NCEL - New Chemical Exposure Limit	EPA - Environmental Protection Agency
SCBA - Self-Contained Breathing Apparatus	

Prepared according to the WHMIS 2015 by Chevron Energy Technology Company, 6001 Bollinger Canyon Road, San Ramon, CA 94583.

The above information is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made available subsequent to the date hereof may suggest modifications of the information, we do not assume any responsibility for the results of its use. This information is furnished upon condition that the person receiving it shall make his own determination of the suitability of the material for his particular purpose.



Agenda Sheet for City Council:

Committee: PIES **Date:** 08/19/2024

Committee Agenda type: Consent

Date Rec'd 8/8/2024

Clerk's File # OPR 2024-0734

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept	SOLID WASTE DISPOSAL	Bid #	ITB 6156-24
------------------------	----------------------	--------------	-------------

Contact Name/Phone	DAVID PAINE 625-6878	Requisition #	VALUE BLANKET
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Contact E-Mail	DPAINE@SPOKANECITY.ORG		
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Agenda Item Type	Purchase w/o Contract		
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Council Sponsor(s)	BWILKERSON KKLITZKE		
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Agenda Item Name	4490 VALUE BLANKET FOR THE PURCHASE OF LUBRICATION PRODUCTS		
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Agenda Wording

Five year value blanket award to Eljay Oil Co. Inc. (Spokane Valley, WA) for the as-needed purchase of Chevron lubricants from Oct. 1, 2024-Sep. 30, 2029 and an annual cost not to exceed \$30,000.00 plus tax. (\$150K total)

Summary (Background)

The Waste to Energy Facility uses specific and unique lubricant products on its various equipment. On June 24, 2024, bidding closed on ITB 6156-24 for the as-needed purchase of these various lubricants. Eljay Oil Co. Inc. (Spokane Valley, WA) was the only respondent. The value blanket award will be for five years.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 150,000.00
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Current Year Cost	\$ 30,000.00
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Subsequent Year(s) Cost	\$ 30,000.00
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Narrative

This is a routine operating supply cost that is planned for annually in the Solid Waste Disposal budget.

Amount

Budget Account

Expense	\$ 150,000.00	# 4490-44100-37148-53302
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

SZAMBELAN, TIMOTHY

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

PRINCE, THEA

Distribution List

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tprince@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	August 19, 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 purchase of lubrication products 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)	The Waste to Energy Facility uses specific and unique lubricant products on its various equipment. On June 24, 2024, bidding closed on ITB 615-24 for the as-needed purchase of these various lubricants. Eljay Oil Co. Inc. (Spokane Valley, WA) was the only respondent. The value blanket award will be for five years, beginning October 1, 2024 and ending September 30, 2029 with a total cost of \$150,000.00 plus tax (approx. \$30K annually).
*use the Fiscal Impact box below for relevant financial information	

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$150,000.00 plus tax

Current year cost: \$30,000.00

Subsequent year(s) cost: \$30,000.00

Narrative: This is a routine operating supply cost that is planned for annually in the Solid Waste Disposal budget.

Funding Source One-time Recurring N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Yes

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?
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 ITB 6156-24
Bid Title Chevron Lubes Products and Miscellaneous Associated Items; As Needed Annual Requirement
Due Date Monday, June 24, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Eljay Oil Co Inc
Submitted By Randy Folkins - Wednesday, June 19, 2024 2:21:15 PM [(UTC-08:00) Pacific Time (US & Canada)]
randy@eljayoil.com 509-926-9595

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
BACKGROUND			
	#1	The City of Spokane, Solid Waste Disposal, Waste To Energy (hereinafter "City") works under aggressive deadlines and schedules that require suppliers to provide high service levels. The City is initiating this invitation to bid to solicit bids from vendors who have a proven ability to provide spec'd Chevron Lube Products and Miscellaneous Associated Items As-Needed. No Substitutes will be considered in regards to stated Chevron Brand Stated Products.	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.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
	#1.1	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
	#2	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	I agree and I acknowledge
TERMS AND 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
#2	EXCEPTION: If you took exception to above, upload here.	
#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I Certify
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 BIDS		
#1	WITHDRAWAL OF BIDS Bidders may withdraw Bid prior to the scheduled due date and time. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the due date.	I agree and I acknowledge
BID EVALUATION		
#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
BIDDING ERRORS		

#1	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.	I agree and I acknowledge
REJECTION OF BIDS		
#1	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	I agree and I acknowledge
AWARD OF CONTRACT		
#1	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. Any order resulting from award will be submitted by Purchasing. Unsuccessful Bidders will not automatically be notified of Bid results.	I agree and I acknowledge
INVOICING		
#1	Invoices must be submitted to Spokane Solid Waste Disposal within 30 days. • All Invoices shall reference the invoice number and total quantities and types of materials. Invoices shall reference and list resulting Value Blanket Contract 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 receiver is received to support invoice. Invoices shall be emailed to mdorgan@spokanecity.org or mailed to Spokane Solid Waste Disposal, Attn: Office Manager, 2900 S Geiger Blvd, Spokane WA 99224.	I agree and I acknowledge
PAYMENT TERMS		
#1	Supplier acknowledges that 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	Payment Net 30.	I agree and I acknowledge

	#3	EXCEPTION: If you took exception to above, upload here.	
BIDDER INFORMATION			
	#1	Person's Name, Title, Email Address, and Phone Number Submitting Bid	Randy Folkins, president Randy@eljayoil.com 509 926-9595
	#2	State Person and Phone To Be Contacted By City Concerning Items Bid	Pat Sine 509 385-5194
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	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	T13007826BUS
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	<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	<p>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.</p>	Yes
<p>MINORITY BUSINESS ENTERPRISE</p>		
#1	<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>	Is Not
<p>SMALL BUSINESS</p>		
#1	<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>	Is
<p>NON-COLLUSION</p>		
#1	<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>	I certify no agreement was entered
<p>INTERLOCAL PURCHASE AGREEMENTS</p>		
<p> </p>		

#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 Bidder 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 supplier's review and approval at the time of a requested contract. The Supplier'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	Bids must provide ninety (90) days for acceptance by the City from the due date for receipt of Bids.	I agree and I acknowledge
CONTRACT PERIOD		
#1	Upon City Council approval, term of Value Blanket Order resulting from this ITB will be for a five-year period, beginning approximately October 1, 2024, and terminate on September 30, 2029. The total contract period not to exceed five (5) years. The Vendor's prices shall be firm throughout the first-six months of the contract period. Due to the volatility of this product, vendors will then be allowed to adjust pricing "every-three-months". The City reserves the right to request copies of any invoices incurred by vendor to support any pricing increase during the life of the contract.	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.	Don't Know
#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?	No
#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Don't Know
#5	if so attach the results or note from whom the results can be obtained.	
#6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
#7	Do you have reason to believe the product 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 Bids and to accept the Bid deemed to be in the best interest of the City. The City may choose from more than one vendor.	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 Bids may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge	
#8	EXCEPTION: If you took exception to any of the above, explain here.		
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 Bid 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	EXCEPTION: If you took exception to any of the above, explain here.	
TECHNICAL SPECIFICATIONS		
#1	The purpose of these specifications is to provide the City of Spokane with a Blanket Order for the furnishing and delivery of spec'd Lubes as -needed for a period of five (5) years.	I agree and I acknowledge
#2	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 Bid.	I agree and I acknowledge
#3	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. Any item that does not meet specifications will not be acceptable	I agree and I acknowledge
#3.1	All Chevron Lube Products and Miscellaneous Associated Items delivered must adhere to stated specs; No Substitutes will be considered in regards to stated Chevron Brand Stated Products.	I agree and I acknowledge
#4	Awarded Supplier would be responsible for providing, stated Lube products stated on pricing form, as-needed.	I agree and I acknowledge
#4.1	Should additional Lube Products and Associated Miscellaneous Items be needed that are not currently listed on Pricing Form, Vendor shall provide percentage off Vendor's List Price for items that may be realized at a later point in time. Percentage Off will remain unchanged throughout the contract.	I agree and I acknowledge
#4.1.1	Enter Vendor's percentage off Vendor's List Price to be provided here	15%
#5	Vendor shall ensure delivery with 24-48 hours after order placement, Monday thru Friday, at Spokane Solid Waste Disposal, Spokane, WA 99224-5400, between the hours of 7:30AM to 3:30PM. Deliveries made outside these hours may be arranged occasionally on a case by case basis; Vendors must provide order confirmations for each delivery requested providing delivery date. The City of Spokane also reserves the right to add delivery locations, if needed, within the city limits.	I agree and I acknowledge
#5.1	Vendors must provide order confirmations for each delivery requested providing estimated delivery date. All vendors will be held responsible to comply with the established receiving program. Any overtime costs incurred due to the supplier's non-compliance with the delivery schedule will be billed to the supplier at current rates. The City of Spokane also reserves the right to add delivery locations, if needed, within the city limits	I agree and I acknowledge

#6	Any Lube Product or Associated Miscellaneous Item that does not meet specifications will not be acceptable. If the bidder's product is unsatisfactory but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City's option, 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
#7	Successful Bidder shall furnish standard warranty.	yes 100%
#8	Upload Safety Data Sheets here.	SDS USA DEF.pdf
#9	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	city cover letter.docx
#9.1	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product	n/a
#10	EXCEPTION: If you took exception to any of the above, explain here.	
F.O.B. DELIVERY POINT:		
#1	FOB Delivery Point: Spokane Solid Waste Disposal, Waste To Energy Facility, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane, WA 99224-5400	I agree and I acknowledge
#2	"ALL" FREIGHT/SHIPPING IS THE RESPONSIBILITY OF THE WINNING VENDOR	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	EXCEPTION: If you took exception to any of the above, explain here.	
PRICING		
#1	Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed and accepted.	I agree and I acknowledge
#2	Quantities shown on Pricing Form are annual 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

#3	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 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.	I agree and I acknowledge
#3.1	UNIT PRICE: Should not include tax.	I agree and I acknowledge
#3	Bidder must complete Pricing Form.	I agree and I acknowledge
#3.1	Vendor's prices shall be firm throughout the first-six months of the contract period. Due to the volatility of this product, vendors will then be allowed to adjust pricing "every-three months" throughout the life of the contract. The City reserves the right to request copies of any invoices incurred by vendor to support any pricing increase(s) and the City can also request back-up documentation from vendor to support any price increase(s).	I agree and I acknowledge
#3.1.1	Back up documentation could include support from manufacturer and/or other published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's increase(s).	I agree and I acknowledge
#3.2	Adjustments to pricing shall not be to produce a higher profit margin.	I agree and I acknowledge
#3.3	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
#4	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
#5	PERCENTAGE OFF DISCOUNT: Should additional Lube Products and Associated Miscellaneous Items be needed that are not currently listed on Pricing Form, Vendor shall provide percentage off Vendor's List Price for items that may be realized at a later point in time. Percentage Off will remain unchanged throughout the contract. Enter Percentage Discount Off Vendor's Cost Here.	15%
#5.1	Bidder is aware if it does not a Percentage Discount Off Vendor's Cost, that resulting value blanket could only be used to procure Lube Products and Associated Miscellaneous Items that are listed on Pricing Form.	I agree and I acknowledge
DELIVERY DEFAULT		

#1	The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Supplier.	I agree and I acknowledge
#2	When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Supplier will be required to pay any differences in cost.	I agree and I acknowledge
BIDDER PREQUALIFICATION:		
#1	Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the Purchaser.	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
Annual 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	220155719, Chv Supreme SAE 10W- 30; estimated annual qty 1 case more or less Case: 12 one-quarts	Base	Per Case	1.00	\$52.08	\$52.08
2	220059719, Chv Supreme SAE 10W- 40; estimated annual qty 1 case more or less Case: 12 one-quarts per Case	Base	per Case	1.00	\$52.08	\$52.08
3	222290388, Chv DELO 400 SDE 15/40; estimated annual qty 13cases more or less Case: 3 one-gallons per Case	Base	per Case	3.00	\$72.75	\$218.25
4	222290448, Chev Delo 400 SDE 15/40; estimated annual qty 2 pails more or less Pail: 5 Gallon Pail	Base	per 5- gallon Pail	2.00	\$122.25	\$244.50
5	223022319, Chv Delo Gear EP 5 80/90; estimated annual qty 48 quarts more or less	Base	per Quart	48.00	\$7.89	\$378.72

6	226502721, Chv ATF MD-3; estimated annual qty 1 case more or less Case: 12 one-quarts per Case	Base	per Case	1.00	\$63.71	\$63.71
7	226606448, Chv 1000 THF ; estimated annual qty 2 pails more or less Pail: 5 Gallon Pail	Base	per 5- gallon pail	2.00	\$127.85	\$255.70
8	226821486, Chv Havoline 50/50 AF/C; estimated annual qty 2 cases more or less Case: 6 Gallons Per Case	Base	Per Case	2.00	\$11.88	\$23.76
9	227808982, Chv DELO 50/50 ELC B; estimated annual qty 2 cases more or less Case: 6 Gallons Per Case	Base	Per Case	2.00	\$14.95	\$29.90
10	233703448, Chv Soluble Oil B; estimated annual qty 1 pail more or less Pail: 5 Gallon Pail	Base	Per 5- gallon Pail	1.00	\$143.80	\$143.80

11	238011642, Chv Ultra- Duty GRS EP 2; estimated annual qty 4 cases more or less Case: 40 Tubes Per Case	Base	Per Case	4.00	\$216.75	\$867.00
12	238011873, ChvUltra- Duty GR NLGI 2; estimated annual qty 5 kegs more or less Keg: 120 lb Keg	Base	Per 120- lb Keg	5.00	\$721.84	\$3,609.20
13	253026981, Chv Turbine Oil GST 32; estimated annual qty 3 drums more or less Drum: 55 Gallon Drum	Base	Per 55- Gallon Drum	5.00	\$1,147.55	\$5,737.75
14	273228448, Chv Rando HD ISO 100; estimated annual qty 1 pail more or less Pail: 5 Gallon Pail	Base	Per 5- gallon Pail	1.00	\$124.83	\$124.83
15	273228981, Chv Rando HD ISO 100; estimated annual qty 1 drum more or less Drum: 55 Gallon Drum	Base	Per 55- Gallon Drum	1.00	\$1,091.60	\$1,091.60

16	273278981, Chv Rando HD Oil ISO 46; estimated annual qty 5 drums more or less Drum: 55 Gallon Drum	Base	Per 55- Gallon Drum	5.00	\$809.05	\$4,045.25
17	273279981, Chv Rando HD Oil ISO 68; estimated annual qty 2 drums more or less Drum: 55 Gallon Drum	Base	Per 55- Gallon Drum	2.00	\$809.05	\$1,618.10
18	USA DEF, Diesel Exhaust Fluid; estimated annual qty 6 drums more or less Drum: 55 Gallon Drum	Base	Per 55- Gallon Drum	6.00	\$213.95	\$1,283.70
Total Base Bid					\$19,839.93	



SAFETY DATA SHEET

SECTION 1. PRODUCT AND COMPANY INFORMATION

Trade Name (as labeled): USA DEF, Pure Power DEF
Common Name: Diesel Exhaust Fluid, Urea Solution
Distributed By: USA DEF LLC
85 N 550 W
Blackfoot, ID 83221
Business Phone: (208)-782-2120
Toll Free Phone: (855)-782-2120
Date of Preparation: August, 2011

SECTION 2. HAZARD COMMUNICATION

Hazardous Material Information Rating System:
(0 = least; 1 = slight; 2 = moderate; 3 = high; 4 = extreme)
Health (blue) 1
Flammability (red) 0
Reactivity (yellow) 0

Emergency Overview:

Caution - Eye and Skin Irritant

Symptoms Of Over Exposure:

Routes of exposure: Eye, Skin contact, Inhalation, Ingestion

Eyes: May cause irritation

Skin: May cause irritation

Inhalation: May cause irritation, May cause respiratory tract irritation

Ingestion: May cause stomach distress, nausea or vomiting

Target Organs: Eyes, skin and respiratory system.

Signs and symptoms: May include redness, edema, drying, cracking of the skin,

Symptoms of exposure may be headache, dizziness, tiredness, nausea and vomiting.

SECTION 3. COMPOSITION Information on Ingredients

Chemical

Name	CAS #	% by weight
Urea	57-13-6	32.5
Water	7732-18-5	67.5

SECTION 4. FIRST-AID MEASURES

If Inhaled: Remove to fresh air. If breathing becomes difficult, contact a medical physician. Give artificial respiration if victim is not breathing and obtain immediate medical attention.

If Ingested: Call physician or Poison Control Center immediately for most current information. Dilute with large amounts of water. Do not induce vomiting unless directed to do so by a medical professional. Never induce vomiting or give diluents (milk or water) to someone who is unconscious, having convulsions, or who cannot swallow. If vomiting occurs, keep head lower than hips to prevent introduction of fluid into the lungs.

In Case Of Skin Contact: Wash thoroughly with soap and water. Remove contaminated clothing and wash before reuse. Seek medical attention if skin becomes irritated.

In Case Of Eye Contact: Flush immediately with water for at least 15 minutes, lifting the upper and lower eyelids occasionally. Call a physician if eye irritation persists.

Victims of chemical exposure and all rescuers must be taken for medical attention. Take a copy of label and MSDS to physician or health professional with victim.

SECTION 5. FIRE-FIGHTING MEASURES

Flash Point: Not flammable.

Test Method: Not flammable.

LEL Flammable Limits: Not flammable.

UEL Flammable Limits: Not flammable.

Auto ignition Temperature: Not flammable.

Extinguishing Media: Water spray, Foam, Carbon Dioxide, Dry-Chemical.

Unusual Fire and Explosion Hazards: Avoid high temperatures that may cause thermal decomposition.

Special Firefighting Procedures: Wear positive pressure, self-contained breathing apparatus (SCBA) and goggles.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Spill And Leak Response: For small or incidental spills, the minimum personal protective equipment should be rubber gloves, rubber apron, and chemical goggles. Uncontrolled releases should be responded to by trained personnel using pre-planned procedures. Proper protective equipment should be used. Gas masks with ammonia canister or SCBA gear may be required. For large spills, contain by diking with soil, sand or other absorbent material such as vermiculite or diatomaceous earth. Keep material out of sewers, storm drains, and surface waters. Comply with all applicable government regulations on spill reporting, handling, and waste disposal.

SECTION 7. STORAGE AND HANDLING

Storage Practices: Store in areas away from children, feed and food products and sources of heat. Immediately clean up spills that occur during handling or storage. Protect from freezing keep containers closed when not in use.

Optimal Storage Temperature 40 to 80°F.

Handling Practices: Keep away from incompatible materials. Do not breathe mists. Wash thoroughly after handling. Avoid contact with eyes, skin, and clothing. Wash with soap and water after handling.

SECTION 8. EXPOSURE CONTROLS AND PERSONAL PROTECTION

Ventilation/Engineering Controls: Use with adequate ventilation to keep airborne levels below recommended exposure limits.

Respiratory Protection: If work conditions generate vapors or mist, wear a NIOSH approved respirator appropriate for those emission levels. Appropriate respirator may be a full face piece respirator, an SCBA in the pressure demand mode, or a supplied-air respirator.

Eye Protection: Chemical dust/splash goggles or full-face shield to prevent eye contact. As a general rule, contact lenses should not be worn when working with chemicals because they contribute to the severity of an eye injury.

Hand Protection: Rubber gloves with gauntlets.

Body Protection: Use body protection appropriate for task. Chemical-resistant coveralls and rubber aprons are generally acceptable.

Other Protective Measures: An eyewash and safety shower should be nearby and ready for use.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance: Clear, colorless liquid

Boiling Point: 104°C

Odor: Very slight ammonia odor

Freezing Point: -12°C

pH: 9.8 to 10.0

Water Solubility: 100%.

Vapor Pressure: NA.

Density: 9.1 lbs/gallon.

Vapor Density (air = 1): NA.

Specific Gravity (H₂O = 1): 1.087 – 1.093 @ 20°C

NA = not available

SECTION 10. STABILITY AND REACTIVITY

Stability: Stable under recommended storage conditions

Conditions to Avoid: Do not mix with any other chemicals or products.

Incompatibility: Avoid contact with strong oxidizers (chlorine, peroxide, chromates, nitric acid, perchlorates, concentrated oxygen, and permanganates) which can generate heat, fire or explosions or release toxic fumes.

Hazardous Polymerization: Will not occur.

Hazardous Decomposition Products: Oxides of nitrogen, oxides of carbon, and ammonia

SECTION 11. TOXICOLOGICAL INFORMATION

Toxicity Data: Urea LD50 Oral RAT 8471 mg/kg

Acute Effects:

Eyes: Moderate irritant. May cause redness, burning, inflammation, and/or damage.

Skin: Moderate irritant, especially with prolonged exposure. May cause skin ulceration and/or burns.

Ingestion: May cause severe gastrointestinal irritation, vomiting, stomach cramps, and diarrhea. May interfere with circulation and oxygen carrying capacity of blood with prolonged exposure.

Inhalation: May cause irritation to mucous membranes, coughing, or breathing difficulties. If exposed to decomposition gases remove from area immediately.

Chronic Effects: Not Available

SECTION 8. EXPOSURE CONTROLS AND PERSONAL PROTECTION

Ventilation/Engineering Controls: Use with adequate ventilation to keep airborne levels below recommended exposure limits.

Respiratory Protection: If work conditions generate vapors or mist, wear a NIOSH approved respirator appropriate for those emission levels. Appropriate respirator may be a full face piece respirator, an SCBA in the pressure demand mode, or a supplied-air respirator.

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Inhalation: May cause irritation to mucous membranes, coughing, or breathing difficulties. If exposed to decomposition gases remove from area immediately.

Chronic Effects: Not Available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity- Freshwater Fish Species Data
Urea 5713-6 96 Hr LC50 Barillius barna: >9,100 mg/l
Ecotoxicity- MicroTox Data
Urea 5713-6 24 Hr EC50 Daphnia magna straus: >10,000 mg/l

SECTION 13. DISPOSAL CONSIDERATIONS

Do not contaminate lakes, streams, ponds, estuaries, oceans, or other waters by discharge of waste effluents or equipment rinsate. Dispose of waste effluents according to federal, state, and local regulations. Chemical additions or other alterations of this product may invalidate any disposal information in this SDS.

SECTION 14. TRANSPORTATION INFORMATION

This material is not regulated by US DOT for highway transportation.

SECTION 15. REGULATORY INFORMATION

CERCLA: A spill or release of this material may trigger the emergency release reporting requirements under CERCLA (40CFR Part 300) and/or SARA Title III (40 CFR Part 355). State and local reporting requirements may differ from federal requirements. Consult for further guidance on your responsibilities under these laws: (urea)

SARA Reporting Requirements: SARA, TITLE III, SECTION 313: This product not does contain toxic chemicals subject to the reporting requirements of Section 313, Title III of the Superfund Amendments and Reauthorization Act of 1986.

SECTION 16. OTHER INFORMATION

The information and recommendations herein are taken from data contained in independent industry recognized references including NIOSH, OSHA, ANSI, and NFPA. This information is, as of date, listed above, true and accurate to the best of USA DEF LLC knowledge. It is intended for use by persons possessing technical knowledge and at their own discretion and risk. Since actual use is beyond our control, no guarantee, express or implied, and no liability is assumed by USA DEF LLC in conjunction with the use of this information. Actual conditions of use and handling may require consideration of information other than, or in addition to, that which is provided herein.

06/17/2024

To Whom it may concern,

Eljay Oil Co., Inc. has been incorporated in the State of Washington for over 40 years and has marketed petroleum products in the Greater Spokane Area since 1959.

Eljay Oil is a local, family owned business that takes great pride in supporting it's 100% local employee base.

We continually stock a full line of Chevron lubricants and fuels as well as coolants, chemicals, solvents, and environmental related products.

We maintain a fleet of modern reliable delivery vehicles, assuring the most prompt and professional delivery service available.

We also offer many other supporting services including oil analysis, technical assistance, and waste oil pick-up. Please feel free to reach out to any of us 24/7. Someone is always available to assist.

Thank you for your consideration.

Randy Folkins

President

Eljay Oil Co., Inc

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 08/19/2024**Committee Agenda type:** Consent**Date Rec'd**

8/8/2024

Clerk's File #

OPR 2023-0895

Cross Ref #**Project #****Council Meeting Date:** 09/09/2024**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #

RFQ 5950-23

Contact Name/Phone

DAVID PAINE 625-6878

Requisition #

VB 301492

Contact E-Mail

DPAINE@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

BWILKERSON KKLITZKE

Agenda Item Name

4490 VALUE BLANKET RENEWAL FOR THE PURCHASE OF MAXON GAS VALVES

Agenda Wording

Value blanket renewal 1 of 4 with Atlas Boiler & Equipment, Co. (Spokane, WA) for the as-needed purchase of Maxon Gas Valves for the Waste to Energy Facility from Sep. 15, 2024-Sept. 14, 2025 and a cost not to exceed \$75,000.00 plus tax.

Summary (Background)

Gas valves are needed for the safe operation of the Waste to Energy Facility. To have replacement valves available during maintenance and repairs, RFQ 5950-23 was issued for their as-needed purchase. Two responses were received and Atlas Boiler, Co. was the low-cost bidder. The initial value blanket award was for one year with the option of four (4) additional one-year renewals. This will be the first renewal.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$ 75,000.00 plus tax

Current Year Cost

\$ 75,000.00 plus tax

Subsequent Year(s) Cost

\$ 75,000.00 plus tax

Narrative

This is a routine repair and maintenance supply expense that was planned for in the Solid Waste Disposal budget.

Amount**Budget Account**

Expense

\$ 75,000.00

4490-44100-37148-53210-34002

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

SZAMBELAN, TIMOTHY

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

PRINCE, THEA

Distribution List

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jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	August 19, 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 renewal for the purchase of Maxon Gas Valves 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>Gas valves are needed for the safe operation of the Waste to Energy Facility. To have replacement valves available during maintenance and repairs, RFQ 5950-23 was issued for their as-needed purchase.</p> <p>Bidding closed on Aug. 7, 2023 for RFQ 5950-23 and two responses were received. Atlas Boiler was the low-cost bidder. The initial value blanket was for one year with the option for four additional one-year renewals. This will be the first renewal, from Sep. 15, 2024 through Sept. 14, 2025 with a total annual cost not to exceed \$75,000.00 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>\$75,000.00 plus tax</u></p> <p> Current year cost: \$75,000.00</p> <p> Subsequent year(s) cost: \$75,000.00</p> <p>Narrative: <u>This is a routine repair and maintenance supply expense that was planned for in the 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

Value Blanket VB-301492	Base Year		1st Option							
	VB301492-000		VB301492-001							
	Valid through 9/19/2023 to 9/18/2024		Valid 9/19/2024 to 9/18/2025							
	Unit Price		Unit Price							
PN - 300CMA11-BA22-BB21A0. Unit Pricing Should be inclusive of Top Valve Assembly, regardless, if position is R,L, AW and TO. Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Pricing shall be firm for a period of 6 months, from bid due date. Pricing adjustment requests will be considered on a semi-annual basis thereafter.	\$8,612.87		\$9465.25							
PN - 150SMA21-AA22-BB11A0. Unit Pricing Should be inclusive of Top Valve Assembly, regardless, if position is R,L, AW and TO. Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Pricing shall be firm for a period of 6 months, from bid due date. Pricing adjustment requests will be considered on a semi-annual basis thereafter.	\$4,933.56		\$5532.37							
PN - 200SMA21-AA22-BB11A0. Unit Pricing Should be inclusive of Top Valve Assembly, regardless, if position is R,L, AW and TO. Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Pricing shall be firm for a period of 6 months, from bid due date. Pricing adjustment requests will be considered on a semi-annual basis thereafter.	\$6,107.56		\$6444.43							
PN - 600HMA11-BA22-BB31A0. Unit Pricing Should be inclusive of Top Valve Assembly, regardless, if position is R,L, AW and TO. Unit Pricing Should Not Include Tax. Unit Pricing Should Not Include Freight. Pricing shall be firm for a period of 6 months, from bid due date. Pricing adjustment requests will be considered on a semi-annual basis thereafter.	\$25,655.67		\$27,067.31							
Bob Dowers, bob@nhattasboiler.com Office 509 535 1300 / Cell 737 4052										
Base Year Pricing Was Per Atlas Boiler Response to RFQ 5950-23		<table border="1"> <thead> <tr> <th>Name</th> <th>Signature</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>Bob Dowers</td> <td><i>[Signature]</i></td> <td>8-5-2024</td> </tr> </tbody> </table>			Name	Signature	Date	Bob Dowers	<i>[Signature]</i>	8-5-2024
Name	Signature	Date								
Bob Dowers	<i>[Signature]</i>	8-5-2024								



Agenda Sheet for City Council:

Committee: PIES **Date:** 08/19/2024

Committee Agenda type: Consent

Date Rec'd 8/8/2024

Clerk's File # OPR 2023-0896

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept	SOLID WASTE DISPOSAL	Bid #	PW ITB 5918-23
------------------------	----------------------	--------------	----------------

Contact Name/Phone	DAVID PAINE 625-6878	Requisition #	2025 BUDGET
---------------------------	----------------------	----------------------	-------------

Contact E-Mail	DPAINE@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	BWILKERSON KKLITZKE		
---------------------------	---------------------	--	--

Agenda Item Name	4490 CONTRACT RENEWAL FOR BOILER FEEDWATER PUMP SERVICES		
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Agenda Wording

Contract renewal 1 of 3 with Bender CCP, Inc. (Portland, OR) for as-needed boiler feedwater pump maintenance and repairs at the Waste to Energy Facility from Sept. 1, 2024-Aug. 31, 2025 with a total cost not to exceed \$150,000.00 plus tax.

Summary (Background)

The Waste to Energy Facility utilizes Sulzer Pumps to supply water to the boilers to be converted into high pressure steam. On June 26, 2023 bidding closed on PW ITB 5918-23 for the as-needed service of these pumps. Responses were received and Bender CCP Inc. was selected as the low-cost bidder. The initial contract award was for one year with the option of three (3) additional one-year renewals. This will be the first renewal.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 150,000.00 plus tax

Current Year Cost \$ 150,000.00 plus tax

Subsequent Year(s) Cost \$

Narrative

This is a routine repair and maintenance expense that is planned for annually in the Solid Waste Disposal budget.

Amount

Budget Account

Expense	\$ 150,000.00	# 4490-44100-37148-54803-34002
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>	SZAMBELAN, TIMOTHY
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Mike Potter, mpotter@benderccp.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	August 19, 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 as-needed boiler feedwater pump maintenance and repairs 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 utilizes Sulzer Pumps in its operation of the facility to supply water to the boilers to be converted into high pressure steam.</p> <p>On June 26, 2023 bidding closed on PW ITB 5918-23 for the as-needed service of these pumps. Responses were received from Flowserve US Inc., Bender CCP Inc. and McKinstry. Bender CCP, Inc. was selected as the low-cost, responsible bidder. The initial contract was for one year, with the option of three additional one-year renewals. This will be the first renewal with a total annual cost is not to exceed \$150,000.00 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>\$150,000.00 plus tax</u></p> <p> Current year cost: \$150,000.00</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This is a routine repair and maintenance expense that is planned for annually in the 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>	
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N/A

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

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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: AS-NEEDED PUMP REPAIR

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **BENDER CCP, INC.**, whose address is 2315 NW 21st Place, Portland, Oregon 97210 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Sulzer Boiler Feed Water Pumps On-Site and Off-Site As-Need Maintenance and Repair Services at the Waste to Energy Facility; and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated September 20, 2023 and October 5, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATES.

This Contract Renewal shall become effective September 1, 2024 and end August 31, 2025.

3. COMPENSATION.

The City shall pay a maximum additional cost in the amount of **ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00)**, excluding taxes, 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.

BENDER CCP, 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:
Exhibit A – Certification regarding Debarment

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)



CITY OF SPOKANE - WTEF
 SPOKANE, WA 99224-5400
 PHONE 509 625 6527

OPR 2023-0896 (PW ITB 5918-23)	OPR 2023-0896	OPR 2023-0897
Sulzer Boiler Feed Water Pumps On-site and Off-site "as needed" Maintenance and Repair Services – Public Works Maintenance – On Call	Base Period	1 Renewal
	9/1/2023 To 8/31/2024	9/1/2024 To 8/31/2025
Contractor Performing On-site Services		
Removal Boiler Feed Water Pump; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	\$14,400	\$ 14,832
Installation Boiler Feed Water Pump; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	\$18,000	\$ 18,540
Bearing Change; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	\$13,320	\$ 13,719.60
Mechanical Seal Change; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	\$13,320	\$ 13,719.60

Balance Drum and Liner Removal and Installation; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	\$14,400	\$ 14,832
Hydraulic Performance and Vibration Testing; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, equipment required to complete the proposed project in strict accordance with the contract documents.	\$16,920	\$ 17,427.60
Contractor Providing On-Site Supervision		
Supervision of Removal Boiler Feed Water Pump; "firm fixed price" includes Mobilization and Demobilization, all supervision, and use of special laser tooling.	\$7,400	\$ 7,622
Supervision of Installation Boiler Feed Water Pump; "firm fixed price" includes Mobilization and Demobilization, all supervision, and use of special laser tooling.	\$9,250	\$ 9,527.50
Supervision of Bearing Change; "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	\$6,845	\$ 7,050.35
Supervision of Removal Mechanical Seal Change "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	\$6,845	\$ 7,050.35
Supervision of Balance Drum and Liner Removal and Installation; "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	\$7,400	\$ 7,622
Supervision of Hydraulic Performance and Vibration Testing; "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	\$8,695	\$ 8,955.85

In regards to other On-Site Services that were "not listed above" that may be required:						
Vendor To Define What Constitutes "Straight Time":	M-F 7am - 3:30pm.			M-F 7am - 3:30pm.		
Vendor To Define What Constitutes "Overtime" :	Any time over 8hrs in day, or 40 hrs. in a week; Saturdays			Any time over 8hrs in day, or 40 hrs. in a week; Saturdays		
Vendor To Define What Constitutes "Double-Time":	Sunday and Holidays			Sunday and Holidays		
Vendor's Hourly Rates For On-Site Services	Description	Description	Description	Description	Description	Description
Hourly Rates & Classifications	Straight Time	Overtime	Double Time	Straight Time	Overtime	Double Time
Onsite Supervisor	\$185	\$277.50	\$370	\$ 190.55	\$ 285.83	\$ 381.10
Onsite Mechanic	\$180	\$270	\$360	\$ 185.40	\$ 278.10	\$ 370.80
Travel	\$180	\$270	\$360	\$ 185.40	\$ 278.10	\$ 370.80
Standby	\$180	\$270	\$360	\$ 185.40	\$ 278.10	\$ 370.80
Percentage Markup For Parts / Materials Above Cost	15%			15 %		
Off-Site Services At Vendor's Location						
Vendor To Define What Constitutes "Straight Time":	M-F, 6AM - 2:30PM			M-F, 6AM - 2:30PM		
Vendor To Define What Constitutes "Overtime" :	Anytime order 8hrs in a day, or 40 hrs. in a week, Saturdays			Anytime order 8hrs in a day, or 40 hrs. in a week, Saturdays		
Vendor To Define What Constitutes "Double-Time":	Sunday and Holidays			Sunday and Holidays		
Vendor's Hourly Rates For Off-Site Services	Description	Description	Description	Description	Description	Description
Hourly Rates & Classifications	Straight Time	Overtime	Double Time	Straight Time	Overtime	Double Time
Supervisor	\$185	\$277.50	\$370	\$ 190.55	\$ 285.83	\$ 381.10
Mechanic	\$180	\$270	\$360	\$ 185.40	\$ 278.10	\$ 370.80
Percentage Markup For Parts / Materials Above Cost	15%			15 %		
Ground Freight Cost Would Be Prepay and Add	Prepay & Add			Prepay & Add		
Bender CCP, Inc	Base Period Pricing was per Bender CCP, Inc response to PW ITB 5918-23			Name	Pete Weaver	
Mr. Pete Weaver				Signature	<i>Pete Weaver</i>	
Phone 503 853 6487				Date	6/24/24	
pweaver@benderccp.com						



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/9/2024

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).

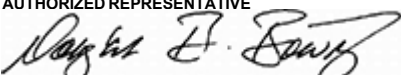
PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2121 N. California Blvd., Suite 350 Walnut Creek CA 94596	CONTACT NAME: Certificate Department PHONE (A/C No. Ext): 925-299-1112 FAX (A/C No.): 925-925-0328 E-MAIL ADDRESS: GSC_Construction_Certrequests@AJG.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER B :</td> <td>Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C :</td> <td>Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER D :</td> <td>Travelers Property Casualty Insurance Co</td> <td>36161</td> </tr> <tr> <td>INSURER E :</td> <td>The Travelers Indemnity Company of CT</td> <td>25682</td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Indian Harbor Insurance Company	36940	INSURER B :	Hartford Casualty Insurance Company	29424	INSURER C :	Hartford Accident and Indemnity Company	22357	INSURER D :	Travelers Property Casualty Insurance Co	36161	INSURER E :	The Travelers Indemnity Company of CT	25682	INSURER F :	
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INSURER F :																					
INSURED Bender CCP, Inc. 2150 East 37th Street Vernon CA 90058	License#: 0D69293 VERNMAC-01																				

COVERAGES **CERTIFICATE NUMBER:** 519133439 **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
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	Y-660-4W505673-TIL-24	3/10/2024	3/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
E	<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 type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000	Y	Y	810-4W504246-24-14-G	3/10/2024	3/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		CUP-4W505925-24-14	3/10/2024	3/10/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB-4W50450A-24-14-G	3/10/2024	3/10/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability			PEC003714112	3/10/2024	3/10/2025	Each Occurrence \$10,00,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Excess/Umbrella follows form over the General Liability, Automobile and Employers Liability policies
 RE: Bid Number PW ITB 5918-23; Sulzer Boiler Feed Water Pumps On-site and Off-site "as needed" Maintenance and Repair Services – Public Works Maintenance – On Call; Bender job # 221-1363; Customer PO # 126924 REV.#2; S2022 Unit 2B Boiler Feed Pump Rebuild; Project Location: FS – Springerville Generating Station, Springerville, AZ; Shop – Bender CCP's Vernon, CA facility; Solid Waste Disposal ADDITIONAL INSURED(S): City of Spokane, its officers and employees, all of the parties

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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
- (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR MANUFACTURERS AND WHOLESALEERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. Who Is An Insured – Unnamed Subsidiaries B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies D. Blanket Additional Insured – Broad Form Vendors E. Blanket Additional Insured – Controlling Interest F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers G. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations I. Blanket Additional Insured – Grantors Of Franchises J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Blanket Waiver Of Subrogation M. Contractual Liability – Railroads |
|--|--|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** A limited liability company;
 - b.** An organization other than a partnership, joint venture or limited liability company; or
 - c.** A trust;
- as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization, other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

E. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

- 1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- 2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

F. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

- The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

G. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

- The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has

issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

I. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical

services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions,** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the execution of the contract or agreement.

M. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED**
- B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO**
- D. EMPLOYEES AS INSURED**
- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**
- G. WAIVER OF DEDUCTIBLE – GLASS**
- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**
- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
- J. PERSONAL PROPERTY**
- K. AIRBAGS**
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**
- M. BLANKET WAIVER OF SUBROGATION**
- N. UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employees" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee s" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any

provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
4. For the purposes of Paragraph 1. above:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
 - (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess

Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

- (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or
- (3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

- b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.
2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:
 - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;
 - b. The "bodily injury" or "property damage" occurs during the policy period; and
 - c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B – UMBRELLA LIABILITY, of SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.
4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**
5. "Bodily injury" or "property damage":
 - a. Which occurs during the policy period; and
 - b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B –**

UMBRELLA LIABILITY of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.
7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
8. Coverage B of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage C applies.
2. Coverage C of this insurance applies to "crisis management service expenses" that:
 - a. Arise out of a "crisis management event" that first commences during the policy period;
 - b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and
 - c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.
3. A "crisis management event" will be deemed to:

- a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and

- b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. A "self-insured retention" does not apply to "crisis management service expenses".

6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:

- a. Under Coverage A, against a "suit" seeking damages to which such coverage applies, if:

- (1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or

- (2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

- b. Under Coverage B, against a "suit" seeking damages to which such coverage applies.

2. We have no duty to defend any insured against any "suit":
 - a. Seeking damages to which this insurance does not apply; or
 - b. If any other insurer has a duty to defend.
3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of:
 - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
 - (2) Appeal bonds and bonds to release attachments;

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the

applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage A, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
 - a. The limits of insurance afforded to such person or organization will be:
 - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
 - (2) The limits of insurance of this policy; whichever is less; and
 - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage B:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:

- a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.
3. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- (2) "Property damage" to property:
 - (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 - you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That

representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.
5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage for such organization does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred; or
 - (2) "Personal injury" or "advertising injury" arising out of an offense committed;
 before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph B. of SECTION II – WHO IS AN INSURED.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage C, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:
 1. Insureds;
 2. Claims made or "suits" brought;
 3. Number of vehicles involved;
 4. Persons or organizations making claims or bringing "suits"; or
 5. Coverages provided under this insurance.

As indicated in Paragraph D.1. of SECTION I – COVERAGES, for any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the

limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy; because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. Asbestos

- a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.
- b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.
- c. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
 - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

a. A person arising out of any:

- (1) Refusal to employ that person;
- (2) Termination of that person's employment; or

- (3)** Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- b.** The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1)**, **(2)** or **(3)** above.

This exclusion applies:

- a.** Whether the insured may be liable as an employer or in any other capacity; and
- b.** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

- a.** The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;
- b.** The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or
- c.** Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

- a.** The actual, alleged or threatened exposure of any person or property to; or
- b.** The "hazardous properties" of; any "nuclear material".

As used in this exclusion:

- a.** "Hazardous properties" includes radioactive, toxic or explosive properties;
- b.** "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and
- c.** "Source material", "special nuclear material" and "by-product material" have

the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

- a.** Uninsured motorists;
- b.** Underinsured motorists;
- c.** Auto no-fault or other first-party personal injury protection (PIP);
- d.** Supplementary uninsured/underinsured motorists (New York); or
- e.** Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

- a.** War, including undeclared or civil war; or
- b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c.** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage B:

1. Expected Or Intended Bodily Injury Or Property Damage

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

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

- a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

- a. An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph a. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

- a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
- b. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up,

removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership,

maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

- a. While ashore on premises owned by or rented to any insured; or
- b. That is 50-feet long or less and that:
 - (1) You own; or
 - (2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

- a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;
- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;
- g. "Your product" arising out of "your product" or any part of it; or
- h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

- a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- a. Copyright;
- b. Patent;

- c. Trade dress;
- d. Trade name;
- e. Trademark;
- f. Trade secret; or
- g. Other intellectual property rights or laws.

This exclusion does not apply to:

- a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

- a. Advertising, "broadcasting" or publishing;
- b. Designing or determining content of web-sites for others; or
- c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1), (2) and (3)** of the definition of "personal injury".

For the purposes of this exclusion:

- a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage C:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph 5. of Paragraph D., **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
 - a. How, when and where the "event" or "occurrence" took place;
 - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
 - c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. With respect to Coverage **A**, the insured must:
 - a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
 - b. Comply with the terms of the "underlying insurance"; and
 - c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".
4. With respect to Coverage **B**, the insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - b. Authorize us to obtain necessary records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
 - a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
 - b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
 - a. How, when and where that "crisis management event" took place;
 - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
 - c. The nature and location of any injury or damage arising out of that "crisis management event"; and
 - d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
 - a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;

- b. You have paid all premiums due for this policy at the time you make such request;
 - c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and
 - d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
 4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:
 - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this insurance unless all of its terms have been fully complied with.
2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
 - a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.
2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing,

excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
 - b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
 - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this

provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
 - a. A court decision; or
 - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS**A. With respect to all coverages of this insurance:**

1. "Applicable underlying limit" means the sum of:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**; and
 - b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

 - a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
 - b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
- Another insurance company;
 - Us or any of our affiliated insurance companies;
 - Any risk retention group;
 - Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or
 - Any similar risk transfer or risk management method.

"Other insurance" does not include:

- Any "underlying insurance"; or
 - Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.
8. "Products-completed operations hazard":
- Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - Products that are still in your physical possession; or
 - Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - When all the work called for in your contract has been completed;
 - When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- Does not include "bodily injury" or "property damage" arising out of:
 - The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.
9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:
- An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or
 - Any other alternative dispute resolution proceeding to which the insured submits with our consent.
10. "Underlying insurance":
- Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.
 - Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.
 - Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.
11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a.** Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b.** Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

a. Means injury, other than "personal injury", caused by one or more of the following offenses:

- (1)** Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
- (2)** Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a)** Appropriates a person's name, voice, photograph or likeness; or
 - (b)** Unreasonably places a person in a false light; or
- (3)** Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads,

including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

- a.** Physical harm, including sickness or disease, sustained by a person; or
- b.** Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

- a.** By radio or television; or
- b.** In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1)** Radio or television programming being transmitted;
 - (2)** Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3)** Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

- a.** Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;
- b.** Information bearing on a person's credit worthiness, credit standing or credit capacity;
- c.** Social security number;
- d.** Driver's license number; or
- e.** Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

- b.** California's Song-Beverly Credit Card Act and any of its amendments; or
- c.** Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".
- 8.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9.** "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
- 10.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b.** You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
- 11.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 12.** "Loading or unloading" means the handling of property:
- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 13.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.
- b.** Vehicles maintained for use solely on or next to premises you own or rent.
- c.** Vehicles that travel on crawler treads.
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
- (1)** Power cranes, shovels, loaders, diggers or drills; or
- (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers.
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2)** Cherry pickers and similar devices used to raise or lower workers.
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1)** Equipment designed primarily for:
- (a)** Snow removal;
- (b)** Road maintenance, but not construction or resurfacing; or
- (c)** Street cleaning;
- (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

- 14. "Occurrence" means:**
- a. With respect to "bodily injury" or "property damage":**
 - (1)** An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or
 - (2)** An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;
 - b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and**
 - c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".**
- 15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.**
- 16. "Personal injury":**
- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:**
 - (1)** False arrest, detention or imprisonment;
 - (2)** Malicious prosecution;
 - (3)** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - (4)** Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
 - (5)** Oral or written publication, including publication by electronic means, of material that:
 - (a)** Appropriates a person's name, voice, photograph or likeness; or
 - (b)** Unreasonably places a person in a false light.
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.**
- 17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.**
- 18. "Property damage" means:**
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or**
 - b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.**
- For the purposes of this insurance, "electronic data" is not tangible property.
- 19. "Self-insured retention" is the greater of:**
- a. The amount shown in the Declarations which the insured must first pay under Coverage B for damages because of all**

"bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

- b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage C:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

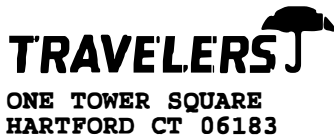
(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

- (2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and
- b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

 - (1) Medical expenses;
 - (2) Funeral expenses;
 - (3) Psychological counseling;
 - (4) Travel expenses;
 - (5) Temporary living expenses;
 - (6) Expenses to secure the scene of a "crisis management event"; or
 - (7) Any other expenses pre-approved by us.
- 4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
- 5. "Executive officer" means your:

 - a. Chief Executive Officer;
 - b. Chief Operating Officer;
 - c. Chief Financial Officer;
 - d. President;
 - e. General Counsel;
 - f. General partner (if you are a partnership); or
 - g. Sole proprietor (if you are a sole proprietorship);

or any person acting in the same capacity as any individual listed above.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-4W50450A-24-14-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 3/10/2024

Policy No. UB-4W50450A-24-14-G

Endorsement No.
Premium

Insured: Bender CCP, Inc.

Countersigned by _____

Insurance Company: Travelers Property Casualty Co of America

DATE OF ISSUE: 3/10/2024

ST ASSIGN:



< Business Lookup

License Information:

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

Entity name: BENDER CCP, INC.

Business name: BENDER CCP

Entity type: [Profit Corporation](#)

UBI #: 604-395-964

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2150 E 37TH ST
VERNON CA 90058-1417

Mailing address: PO BOX 847
BENICIA CA 94510-0847

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

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

Endorsements

Endorsements held at this	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business - Non-Resident				Active	Aug-31-2024	Aug-03-2023

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

Governing people	Title
POTTER, MICHAEL	

Registered Trade Names



Registered trade names	Status	First issued
S & S WELDING	Active	Oct-07-2021

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The Business Lookup information is updated nightly. Search date and time:
5/9/2024 8:23:54 AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 08/19/2024

Committee Agenda type: Consent

Date Rec'd 8/8/2024

Clerk's File # OPR 2024-0735

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept	SOLID WASTE DISPOSAL	Bid #	PW ITB 6144-24
------------------------	----------------------	--------------	----------------

Contact Name/Phone	DAVID PAINE 625-6878	Requisition #	RE 20526
---------------------------	----------------------	----------------------	----------

Contact E-Mail	DPAINE@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	BWILKERSON KKLITZKE		
---------------------------	---------------------	--	--

Agenda Item Name	4490 PURCHASE AND INSTALLATION OF ROLLUP DOORS		
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Agenda Wording

Contract award to Continental Door Company (Spokane Valley, WA) for the purchase and installation of two rollup door assemblies at the Waste to Energy Facility from Sept. 1, 2024-Apr. 30, 2025 with a total cost of \$125,566.00 incl. tax.

Summary (Background)

The Waste to Energy Facility recently experienced a fire in the Ash Conveying Building. Both the inbound and outbound truck access doors were damaged in the fire and require replacement. On July 1, 2024, bidding closed on PW ITB 6144-24 for the purchase and installation of the two needed rollup doors. Two responses were received and Continental Door Company (Spokane Valley, WA) was selected as the low cost bidder.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost	\$ \$125,966.94
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Current Year Cost	\$ \$125,966.94
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Subsequent Year(s) Cost	\$ 0
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Narrative

This is an unplanned repair and maintenance expense due to a fire in the facility. The additional costs will be offset by deferring other planned maintenance projects.

Amount

Budget Account

Expense	\$ 125,966.94	# 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

SZAMBELAN, TIMOTHY

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

PRINCE, THEA

Distribution List

Marc Morse,

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	August 19, 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 for the purchase and installation of rollup door assemblies 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 WTE recently experienced a fire in the Ash Conveying Building. Both the inbound and outbound truck access doors were damaged in the fire and require replacement. These remotely controlled rubber truck doors are designed to break away if hit and easily put back in place with no damage to the door system. The design of the doors maintains a seal to the building and has improved the buildings access while minimizing the duration the doors are open to access and exit.</p> <p>On July 1, 2024, bidding closed on PW ITB 6144-24 for the purchase and installation of the two needed rollup doors. Two responses were received and Continental Door Company was selected as the low cost bidder. The resulting contract will be for the purchase of two door assemblies at \$53,477.00 each, removal of the damaged doors and installation of the new doors for \$4,306.00 each. The total cost of the contract for this project is \$115,566.00 plus tax and will be completed between Sept. 1, 2024 and April 30, 2025.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$125,966.94 including tax</u></p> <p> Current year cost: \$125,966.94</p> <p> Subsequent year(s) cost: 0</p> <p>Narrative: <u>This is an unplanned repair and maintenance expense due to a fire in the facility. The additional costs will be offset by deferring other planned maintenance projects.</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: **PURCHASE AND INSTALLATION
OF ROLLUP DOORS**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CONTINENTAL DOOR COMPANY**, whose address is 12718 East Indiana Avenue, Spokane Valley, Washington 99216 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 **Purchase and Installation of Two (2) Albany RR1500 Rollup Door Assemblies with Ultra-Strong Rubberdoor Panels**, selected via PW ITB 6144-24.
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 PW-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 September 1, 2024, and ends on April 30, 2025, unless amended by written agreement or terminated earlier under the provisions.
4. **TERMINATION.** Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
5. **COMPENSATION/PAYMENT.**
 - A. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED SIXTY-SIX AND NO/100 DOLLARS (\$115,566.00)**, 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.

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

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

8. RETAINAGE IN LIEU OF BOND.

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

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

10. INSURANCE. During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor shall furnish acceptable Certificates of Insurance (COI) upon request by the City. **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 Contractor 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.

CONTINENTAL DOOR 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 6144-24
24-132

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.

_____ 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)

EXHIBIT B

Rinderle, Rick

From: Tim Atalig <tim@continentaldoorco.com>
Sent: Wednesday, July 3, 2024 9:13 AM
To: Rinderle, Rick
Cc: Newberg, Foster; Pratt, Larry; Paine, David; Dorgan, Michelle
Subject: Re: PW ITB 6144-24 Feedback Sought City of Spokane (Purchase & Install Albany Door)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good morning Rick,

Continental Door Co will honor the unit pricing from our bid for PW ITB 6144-24.

Questions:

1. Rather than merely providing one complete assembly for the entrance door, is Continental Door willing to provide two complete assemblies, at the bid unit price of \$53,477 each; one complete assemble for the entrance door “and” one complete assembly for exit door?

Yes, Continental Door is willing to provide two complete assemblies at the unit price of \$53,477 each

2. Rather than merely providing one complete removal (uninstall), demolition and disposal of the current existing Door Assembly, is Continental Door willing to perform two complete removals (uninstalls), demolitions and disposals of the exiting door assemblies, at a bid unit price of \$4,306 each; one complete removal (uninstall), demolition and disposal of the current existing Entrance Door Assembly “and” one complete removal (uninstall), demolition and disposal of the current existing Exit Door Assembly?

Yes, Continental Door is willing to perform two complete removals, demolitions, and disposals at the unit price of \$4,306 each

Please let me know if I can be of further assistance.

Tim Atalig
Continental Door Company
Commercial Project Estimator
509-921-2260 - Office
509-934-5031 - Cell

NEW PRODUCT ALERT!!!

<https://www.youtube.com/watch?v=glbeYDuRhM8>

On Wed, Jul 3, 2024 at 7:08 AM Rinderle, Rick <rrinderle@spokanecity.org> wrote:

Respectfully,

RICK RINDERLE | CITY OF SPOKANE | PURCHASING SPECIALIST

PHONE 509 625 6527 | rrinderle@spokanecity.org | spokanecity.org

Emails and attachments sent to or from the City, including personal information,

are presumptively public records that are subject to disclosure. – Chapter 42.56 RCW

From: Rinderle, Rick

Sent: Wednesday, July 3, 2024 7:07 AM

To: tim@continentaldoorco.com

Cc: Rinderle, Rick <rrinderle@spokanecity.org>; Newberg, Foster <fnewberg@spokanecity.org>; Pratt, Larry <lpratt@spokanecity.org>; Paine, David <dpaine@spokanecity.org>; Dorgan, Michelle <mdorgan@spokanecity.org>

Subject: PW ITB 6144-24 Feedback Sought City of Spokane (Purchase & Install Albany Door)

Importance: High

Continental Door Co

12718 E Indiana Ave,

Spokane Valley, WA 99216

Tim Atalig

tim@continentaldoorco.com

509-921-2260

Hello Tim,

The City of Spokane is looking at making aware with Continental Door, continent upon obtaining City Council approval; however, an additional documented response is requested from Continental Door, based on its attached response to PW ITB 6144-24.

Respectfully this is not an opportunity for Continental Door to change its unit pricing.

The below questions are being posed as they are believed to be within scope of the bid, that is to “provide removal (uninstall), demolition and disposal of the current door” and “providing and installation”, and it is in the best interest of the City.

Questions:

1. Rather than merely providing one complete assembly for the entrance door, is Continental Door willing to provide two complete assemblies, at the bid unit price of \$53,477 each; one complete assemble for the entrance door “and” one complete assembly for exit door?
2. Rather than merely providing one complete removal (uninstall), demolition and disposal of the current existing Door Assembly, is Continental Door willing to perform two complete removals (uninstalls), demolitions and disposals of the exiting door assemblies, at a bid unit price of \$4,306 each; one complete removal (uninstall), demolition and disposal of the current existing Entrance Door Assembly “and” one complete removal (uninstall), demolition and disposal of the current existing Exit Door Assembly?

By applying Continental’s unit bid pricing, as depicted below, it would result in a total bid response of **\$115,966.94** (\$125,966.94 with tax), **from \$112,292** (\$122,398,28 with tax).

Tim please respond, providing needed documented response, advising if Continental Doors is will to honor its unit bid pricing, as addressed above, to enable the City Council approval to be sought.

As stated above, this is not an opportunity for Continental Door to change its unit bid pricing; should Continental Doors not be will to honor is unit pricing, as addressed above,

then WTEF would not be able to take the prosed course of action.

Respectfully awaiting a documented response by 5:00PM, 7/3/2024.

VENDOR	Continental Door	Continental Do
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Item	Price	Price
<p>Spec'd new, Albany RR1500 Tough rollup door assembly with an ultra-strong rubberdoor panel, meeting spec'd dimensions and configurations, as checked, pertaining to attached Albany approval drawing 8300T0105, for the entrance door of ash bypass building. The "door assembly" shall also be inclusive of this items and quantities, and the Unit Lot Price stated shall also be inclusive of the these items and quantities as well: Qty 1 / Light Curtain – Receiver / Albany PN D001199; Qty 1 / Light Curtain – Transmitter / Albany PN D001198; Qty 2 / Light Curtain Cables - 15m / Albany PN D001203; Qty 1 / Door Remote System on Panel - Receiver / Albany PN 4907T0105; Qty 1 / Door Remote System on Panel - Transmitter / Albany PN 4907T0106; Qty 1 / Door Remote Receiver / Albany PN 09-7395-85. Unit Lot Price should include all freight and transportation cost. Price shall not include tax.</p>	\$53,477.00	\$53,477.00
<p>Cost for removal (uninstall), demolition and disposal of the current existing Entrance Door Assembly of ash bypass building, to Include Installation of Spec'd New Door Assembly (Addendum 1, reference a #1 above for what comprises "Door Assembly") for the entrance door of ash bypass building. Price shall not include tax.</p>	\$4,306.00	\$4,306.00
<p>Spec'd new, Albany RR1500 ultra-strong rubberdoor panel, Panel Material - SBR Black, meeting to specification of attached Albany approval drawing 8300T0105 for the Exit Door of ash house building. Unit Price should include all freight and transportation cost. Price shall not include tax.</p>	\$51,749.00	
<p>Cost for removal (uninstall), demolition and disposal of the current existing Albany RR1500 ultra-strong rubberdoor panel, to Include Installation of Spec'd new Albany RR1500 ultra-strong rubberdoor panel for the Exit Door of ash by pass building. Price shall not include tax.</p>	\$2,760.00	
<p>Spec'd new, Albany RR1500 Tough rollup door assembly with an ultra-strong rubberdoor panel, meeting spec'd dimensions and configurations, as checked, pertaining to attached Albany approval drawing 8300T0105, for the EXIT DOOR door of ash bypass building. The "door assembly" shall also be inclusive of this items and quantities, and the Unit Lot Price stated shall also be inclusive of the these items and quantities as well: Qty 1 / Light Curtain – Receiver / Albany PN D001199; Qty 1 / Light Curtain – Transmitter / Albany PN D001198; Qty 2 / Light Curtain Cables - 15m / Albany PN D001203; Qty 1 / Door Remote System on Panel - Receiver / Albany PN 4907T0105; Qty 1 / Door Remote System on Panel - Transmitter / Albany PN 4907T0106; Qty 1 / Door Remote Receiver / Albany PN 09-7395-85. Unit Lot Price should include all freight and transportation cost. Price shall not include tax.</p>		\$53,477.00
<p>Cost for removal (uninstall), demolition and disposal of the current existing Exit Door Assembly of ash bypass building, to Include Installation of Spec'd New Door Assembly (Addendum 1, reference a #1 above for what comprises "Door Assembly") for the entrance door of ash bypass building. Price shall not include tax.</p>		\$4,306.00

	Subtotal	\$112,292.00
	Tax 9%	\$10,106.28
	Extended Total	\$122,398.28
		\$115,566.00
		\$10,400.94
		\$125,966.94

Respectfully,

RICK RINDERLE | CITY OF SPOKANE | PURCHASING SPECIALIST

PHONE 509 625 6527 | rrinderle@spokanecity.org | spokanecity.org

Emails and attachments sent to or from the City, including personal information,

are presumptively public records that are subject to disclosure. – Chapter 42.56 RCW

Bid Response Summary

Bid Number PW ITB 6144-24

Bid Title Purchase and Installation of Albany RR1500 Rollup doors assembly with an ultra-strong rubberdoor panel, and Purchase and Installation of Albany RR1500 ultra-strong rubberdoor panel; meeting stated specifications, no alternates will be considered.

Due Date Monday, July 1, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]

Bid Status Closed to Bidding

Company Continental Door Company

Submitted By Tim Atalig - Monday, July 1, 2024 12:52:32 PM [(UTC-08:00) Pacific Time (US & Canada)]

bids@continentaldoorco.com 5099212260

Comments

Question Responses

Group	Reference Number	Question	Response
Optional Pre-Bid			
	#1	Optional pre-bid conference and walk through will be held on Monday, June 17, 2024, at 10:00AM. The location will be at the Waste to Energy Facility (WTEF), Administration Office, 2900 S Geiger Blvd, Spokane WA 99224.	Acknowledged
Background and Purpose			
	#1	Bidder Acknowledges: The Waste to Energy Facility (WTEF) operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	Acknowledged
	#2	The City of Spokane Waste to Energy Facility(COS WTEF) uses two Albany RR1500 Rollup doors on its ash bypass building. One is used at the entrance and the other is at the exit. Both Albany RRI500 doors have been in operation since 2021. In May of 2024, the Entrance Door door caught on fire due to an electric cable that was routed under the door. The Entrance Door now needs replacement. During the fire response, the Exit Door’s ultra-strong rubberdoor panel, was damaged and needs to be replaced. No alternates will be consider as the building has the mounting available for this specific door and would need modifications to fit another model	Acknowledged
	#3	COS WTEF is seeking a contractor to provide and install a new, Albany RR1500 Tough rollup door assembly with an ultra-strong rubberdoor panel, meeting stated specifications, for the Entrance Door. Contractor would also provide an install an additional new, Albany RR1500 ultra-strong rubberdoor panel, meeting stated specifications, for Exit Door.	Acknowledged

<p>Bid Preparation and Evaluation</p>		
<p>#1</p>	<p>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.</p>	<p>Acknowledged</p>
<p>#2</p>	<p>QUALIFICATION. Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment and experience and financial ability to insure completion of the Work, unless waived by the City.</p>	<p>Acknowledged</p>
<p>#3</p>	<p>AWARD OF CONTRACT. Award of contract, when made by the City, will be to the lowest responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results .</p>	<p>Acknowledged</p>
<p>4</p>	<p>PAYMENT/ Invoice must be submitted to Spokane Solid Waste Disposal within 30 days of performing services. • Invoices shall reference and list OPR #2024-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to mdorgan@spokanecity.org or mailed to Spokane Solid Waste Disposal, Attn: Office Manager, 2900 S Geiger Blvd, Spokane WA 99224.</p>	<p>Acknowledged</p>
<p>#4.1</p>	<p>PAYMENT. Payment will be made via direct deposit/ACH after receipt of Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify Contractor and reserve the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. . Acknowledged</p>	<p>Acknowledged</p>
<p>#5</p>	<p>REJECTION OF BID. The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown. Acknowledged</p>	<p>Acknowledged</p>
<p>#6</p>	<p>CONTRACTOR REGISTRATION The Contractor shall be a Washington State registered "and" licensed Contractor at time of Bid submittal.</p>	<p>Acknowledged</p>

<p>#7</p>	<p>PUBLIC WORK REQUIREMENTS. The scope of work (“Work”) for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, 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</p>	<p>Acknowledged</p>
<p>#8</p>	<p>CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES. Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled “Certification of Compliance with Wage Payment Statutes”. This form must be submitted upon request by City.</p>	<p>Acknowledged</p>
<p>#9</p>	<p>BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City’s Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.</p>	<p>Acknowledged</p>
<p>#10</p>	<p>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.</p>	<p>Acknowledged</p>
<p>#10.1</p>	<p>If Bidder has selected “No” to acceptance of Terms and Conditions and did not upload requested exceptions document, in prior question, vendor will not be considered a responsible bidder.</p>	<p>Subcontractor List.pdf</p>
<p>#10.2</p>	<p>ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.</p>	<p>Certify</p>
<p>Submission of Bids</p>		

#1	<p>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.</p>	Acknowledged
#2	<p>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 PM Pacific Local Time, on the bid opening date.</p>	Acknowledged
#3	<p>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.</p>	Acknowledged
Proprietary Information Disclosure		
#1	<p>All materials submitted to the City in response to this competitive procurement shall become the property of the City.</p>	Acknowledged
#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>	Acknowledged
#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>	Acknowledged
#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>	Acknowledged
Bidder Information		
#1	<p>Contractor Information: Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.</p>	<p>Tim Atalig Continental Door Co 12718 E Indiana Ave, Spokane Valley, WA 99216 tim@continentaldoorco.com 509-921-2260</p>

#2	Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.	Marc Morse Continental Door Co 12718 E Indiana Ave, Spokane Valley, WA 99216 tim@continentaldoorco.com 509-921-2260
General Requirements		
#1	SCOPE OF WORK. Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, permits, and other items of work and costs necessary to complete the specified Work.	Acknowledged
#2	EXECUTION OF CONTRACT Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	Acknowledged
#3	COMPLETION TIME All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed.	4 days for installation Procurement depending on approved submittals and factory production
#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 \$0.00 for each and every calendar day the work remains uncompleted.	Acknowledge
#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.	Acknowledged
#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. Acknowledged	Acknowledged
#7	PERMITS. The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.	Acknowledged

#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.	Acknowledged
#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.	Acknowledged
#9.1	Download "Subcontractor List Form, "From The Bid Documents Tab, Complete And Upload Here. If No Subcontractors Will Be Used State This On The Form.	Subcontractor List.pdf

#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; 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 the insurance coverage(s) without thirty (30) 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) upon request by the City. 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 thirty (30) 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.

Acknowledged

#11	<p>BONDS. 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.</p>	Acknowledged
#12	<p>PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION. A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I). B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is 6/24/2024. C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.</p>	Acknowledged
#13	<p>The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed.</p>	Acknowledged
#14	<p>FILING FEES. The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.</p>	Acknowledged

#15	<p>RETAINAGE. Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met: a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L & I). b. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the Retainage. In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.</p>	Acknowledged
Technical Requirements		
#1	The Firm must be licensed to do business in the State of Washington.	Acknowledged
#2	<p>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.</p>	Acknowledged
#3	Performance Work to be conducted during normal business hours (8:00 a.m. to 5:00 p.m., Monday - Friday), with the option for after-hours arrangements. Contractor shall coordinate services with WTEF Environmental Manager.	Acknowledged
#4	Contractor must coordinate services with WTEF Maintenance Planner and/or Maintenance Supervisor.	Acknowledged
#5	Contractor must report to the WTEF Control Room daily prior to performing any services.	Acknowledged
#6	<p>SAFETY TRAINING: Awarded vendor must comply with On Site Safety Training requirements prior to performing any services onsite. All personnel that are to perform on-site services at the WTE Facility must watch 10-minute video that can be accessed via: https://vimeo.com/194591363/b5e0552df3 and must read and complete Attachment B, Contractor On-Site Declaration in addition to watching video.</p>	Acknowledged
#7	SAFETY. The Contractor acknowledges that it has read and understands the Contractor Safety and Environmental Requirements document in the Documents Tab.	Acknowledged

#8	SAFETY. The Contractor shall be responsible for implementing and maintaining their own safety program during the work. The Contractor will be required to participate in the Facility's safety orientation prior to any work activities at the WTEF. The WTEF Lock Out/Tag out (LOTO) system shall be used during all work activities that require LOTO. A copy of WTEF LOTO Policy will be provided upon request. The Contractor shall use their own hard locks as part of these LOTO procedures.	Acknowledged
#9 (Addendum 1, 6-20-2024)	The ash system will be in operation during the door installation. You could expect 4 hours of work then 2 hours of interrupted work for truck-trailer traffic to empty the ash systems.	Acknowledged
#10 (Addendum 1, 6-20-2024)	Vendor will be required to work around current temporary door enclosures.	Acknowledged
SCOPE OF WORK -1	Contractor shall provide removal (uninstall), demolition and disposal of the current Entrance Door and Exit Door's ultra-strong rubberdoor panel.	Acknowledged
SCOPE OF WORK -1.1	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 Bid.	Acknowledged
SCOPE OF WORK -1.2	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.	Acknowledged
SCOPE OF WORK -1.3	All items delivered must adhere to stated specs, No Substitutes or Or-Equals will be considered.	Acknowledged
SCOPE OF WORK -2	ENTRANCE DOOR: Awarded contractor would be responsible for providing and installing Qty 1, new, Albany RR1500 Tough rollup door assembly with an ultra-strong rubberdoor panel, meeting spec'd dimensions and configurations, as checked, pertaining to attached Albany Approval Drawing 8300T0105, that is located in the "Documents Tab".	Acknowledged
SCOPE OF WORK -2.1	Mechanical Options Configurations: Drive Side – Left; Panel Material - SBR Black; Pressure Options – None; Windows – None; Safety Strips – None; Drive Configuration – Direct Drive; Hoods – Full Roll and Motor, Side Frame – Angle.	Acknowledged
SCOPE OF WORK -2.2	Electric Options: Supply Voltage (60Hz 3 Phase) Control Box: 460v; Control Box: ACS100 – Steel	Acknowledged
SCOPE OF WORK -2.3 (Addendum 1, 6-20-2024)	Safety Options: The following parts are required to be included in the Albany door assembly for the Entrance Door.	Acknowledged

SCOPE OF WORK -2.3.1 (Addendum 1, 6-20-2024)	Qty 1 / Light Curtain – Receiver / Albany PN D001199	Acknowledged
SCOPE OF WORK -2.3.2 (Addendum 1, 6-20-2024)	Qty 1 / Light Curtain – Transmitter / Albany PN D001198	Acknowledged
SCOPE OF WORK -2.3.3 (Addendum 1, 6-20-2024)	Qty 2 / Light Curtain Cables - 15m / Albany PN D001203	Acknowledged
SCOPE OF WORK -2.3.4 (Addendum 1, 6-20-2024)	Qty 1 / Door Remote System on Panel - Receiver / Albany PN 4907T0105	Acknowledged
SCOPE OF WORK -2.3.5 (Addendum 1, 6-20-2024)	Qty 1 / Door Remote System on Panel - Transmitter / Albany PN 4907T0106	Acknowledged
SCOPE OF WORK -2.3.6 (Addendum 1, 6-20-2024)	Qty 1 / Door Remote Receiver / Albany PN 09-7395-85	Acknowledged
SCOPE OF WORK -3	Awarded contractor would be responsible for providing and installing Qty 1, new, Albany RR1500 ultra-strong rubberdoor panel, Panel Material - SBR Black, meeting to specification of attached Albany approval drawing 8300T0105, pertaining to Exit Door.	Acknowledged
SCOPE OF WORK - Exceptions	If you took exception to any of the above, explain in detail.	
Bid		
#1	Sales Tax: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Acknowledged

#2	Freight Transportation Cost: "ALL" Freight and Shipping Cost is the responsibility of the winning Contractor.	Acknowledged
#3	PRICING FORM Bidder acknowledges that the bid price indicated on the Pricing Form includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price. Tax Should Not Be Included.	Acknowledged
#4	BIDDER'S DECLARATION 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.	Acknowledged
#5	BIDDING ERRORS Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	Acknowledged
#6	If you took exception to any of the above, explain in detail.	
Contractor's Responsibility		
#1	Washington State Contractor's Registration Number	CC CONTIDL964PG
#2	U.B.I. Number	602 381 864
#3	Washington Employee Security Department Number	332512 00 6
#4	Washington Excise Tax Registration Number	602-381-864
#5	City of Spokane Business Registration Number	T11045508BUS
Default Item Group		
#1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of. If none, enter zero (0).	1
#2	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of ninety (90) calendar days after the stated submittal date.	Acknowledged
#3	For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond. Do you request 10% retainage in lieu of Bond?	Yes
#4	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	Yes

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.
#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
Bidder acknowledges that the bid price indicated on the Pricing Form includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price. Tax Should Not Be Included.								

1 (Addendum 1 6-20- 2024)	Spec'd new, Albany RR1500 Tough rollup door assembly with an ultra- strong rubberdoor panel, meeting spec'd dimensions and configurations, as checked, pertaining to attached Albany approval drawing 8300T0105, for the entrance door of ash bypass building. The "door assembly" shall also be inclusive of this items and quantities, and the Unit Lot Price stated shall also be inclusive of the these items and quantities as well: Qty 1 / Light Curtain – Receiver / Albany PN D001199; Qty 1 / Light Curtain – Transmitter / Albany PN D001198; Qty 2 / Light Curtain Cables - 15m / Albany PN	Base	All- Inclusive Lot Cost	1.00	\$53,477.00	\$53,477.00
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D001203; Qty
1 / Door
Remote
System on
Panel -
Receiver /
Albany PN
4907T0105;
Qty 1 / Door
Remote
System on
Panel -
Transmitter /
Albany PN
4907T0106;
Qty 1 / Door
Remote
Receiver /
Albany PN 09-
7395-85. Unit
Lot Price
should include
all freight and
transportation
cost. Price
shall not
include tax.

<p>2 (Addendum 1 6-20- 2024)</p>	<p>Cost for removal (uninstall), demolition and disposal of the current existing Entrance Door Assembly of ash bypass building, to Include Installation of Spec'd New Door Assembly (Addendum 1, reference a #1 above for what comprises "Door Assembly") for the entrance door of ash bypass building. Price shall not include tax.</p>	<p>Base</p>	<p>All- Inclusive Lot Cost</p>	<p>1.00</p>	<p>\$4,306.00</p>	<p>\$4,306.00</p>
--	--	-------------	--	-------------	-------------------	-------------------

3	<p>Spec'd new, Albany RR1500 ultra-strong rubberdoor panel, Panel Material - SBR Black, meeting to specification of attached Albany approval drawing 8300T0105 for the Exit Door of ash house building. Unit Price should include all freight and transportation cost. Price shall not include tax.</p>	Base	All-Inclusive Lot Cost	1.00	\$51,749.00	\$51,749.00
4	<p>Cost for removal (uninstall), demolition and disposal of the current existing Albany RR1500 ultra-strong rubberdoor panel, to Include Installation of Spec'd new Albany RR1500 ultra-strong rubberdoor panel for the Exit Door of ash by pass building. Price shall not include tax.</p>	Base	All-Inclusive Lot Cost	1.00	\$2,760.00	\$2,760.00
Total Base Bid		\$112,292.00				

SUBCONTRACTOR LIST

PROJECT NAME: PW ITB 6144-24

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 NONE

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/24/2024

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 Spokane Office Marsh McLennan Agency LLC 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	CONTACT NAME: Thomas Denison PHONE (A/C, No, Ext): (509) 363-4016 FAX (A/C, No):	
	E-MAIL ADDRESS: Thomas.Denison@MarshMMA.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Cincinnati Insurance Company	10677	
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED Continental Door Company LLC C/O Norm Morse 8622 E Rockwell Spokane, WA 99212	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL PD - 0 - GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	EPP 0140416	5/16/2024	5/16/2025	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							
	WA STOP GAP						\$ 1,000,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	EPP 0140416	5/16/2024	5/16/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	EPP 0140416	5/16/2024	5/16/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Installation Floater			EPP 0140416	5/16/2024	5/16/2025	Per Jobsite/Disaster	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Spokane, its officers and employees are additional insured as per the attached forms. Coverage is primary and non-contributory. Waiver of subrogation and per project aggregate applies per attached forms. 30 Day notice of cancellation applies.

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 <i>Pamela J. Crowley</i>



CERTIFICATE OF PROPERTY INSURANCE

MNEIGHBORS

DATE (MM/DD/YYYY)
05/02/2024

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.

PRODUCER Spokane Office Marsh McLennan Agency LLC 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	CONTACT NAME: James Clegg PHONE (A/C, No, Ext): (509) 789-7438 E-MAIL ADDRESS: James.Clegg@MarshMMA.com PRODUCER CUSTOMER ID: CONTDOO-01	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Continental Door Company LLC C/O Norm Morse 8622 E Rockwell Spokane, WA 99212	INSURER A : Cincinnati Insurance Company	NAIC # 10677
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	


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

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 12718 East Indiana Ave. Bldg 2, Spokane Valley, WA 99216

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/>	PROPERTY	EPP 0140416	05/16/2024	05/16/2025	BUILDING	\$	
		CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	\$
		BASIC				BUILDING	BUSINESS INCOME	\$
		BROAD				CONTENTS	EXTRA EXPENSE	\$
		<input checked="" type="checkbox"/> SPECIAL					500	RENTAL VALUE
		EARTHQUAKE					BLANKET BUILDING	\$
		WIND					BLANKET PERS PROP	\$
		FLOOD					BLANKET BLDG & PP	\$
							<input checked="" type="checkbox"/> Insured & Others	718,250
								\$
A	<input checked="" type="checkbox"/>	INLAND MARINE	TYPE OF POLICY	05/16/2024	05/16/2025	<input checked="" type="checkbox"/> Any One Job Site	250,000	
		CAUSES OF LOSS	Installation Floater			<input checked="" type="checkbox"/> Temporary Storage	250,000	
		NAMED PERILS	POLICY NUMBER			<input checked="" type="checkbox"/> In Transit	250,000	
		<input checked="" type="checkbox"/> Special	EPP 0140416			<input checked="" type="checkbox"/> Loss or Disaster	250,000	
	<input type="checkbox"/>	CRIME					\$	
		TYPE OF POLICY					\$	
							\$	
	<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$	
							\$	
							\$	
							\$	

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 - FA258 5-16 provides blanket limit for personal property of others up to \$150,000

CERTIFICATE HOLDER CERTIFICATE HOLDER	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 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph b. does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph A.1., the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.:**

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs A. and B.

- F. Except when G. below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs A. and B. except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs A. and B. provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph A. or B. that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs A. and B. provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph A. or B. that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

<p>Designated Construction Project(s):</p> <p>ANY JOB SITE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because

of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or aban-

doned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**STOP GAP – EMPLOYERS LIABILITY COVERAGE
ENDORSEMENT – WASHINGTON**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Limits Of Insurance		
Bodily Injury By Accident	\$ 1,000,000	Each Accident
Bodily Injury By Disease	\$ 1,000,000	Aggregate Limit
Bodily Injury By Disease	\$ 1,000,000	Each Employee
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. The following is added to Section I – Coverages:

Stop Gap – Employers Liability Coverage

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated by Washington Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "Employee", at the time of the injury, was covered under a workers' compensation policy and subject to a "workers' compensation law" of Washington; and

(2) The:

- (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or
- (b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

c. The damages we will pay, where recovery is permitted by law, include damages:

(1) For:

(a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";

(b) Care and loss of services; and

(c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

(2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. Exclusions

This insurance does not apply to:

a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.

b. Fines Or Penalties

Any assessment, penalty or fine levied by any regulatory inspection agency or authority.

c. Statutory Obligations

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Contractual Liability

Liability assumed by you under any contract or agreement.

e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. Termination, Coercion Or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

g. Failure To Comply With "Workers' Compensation Law"

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

(1) Deprived of common law defenses; or

(2) Otherwise subject to penalty;

because of your failure to secure your obligations or other failure to comply with any "workers' compensation law".

h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

(1) Knowingly employed by you in violation of any law as to age; or

(2) Under the age of 14 years, regardless of any such law.

i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

(1) The Federal Employer's Liability Act (45 USC Section 51-60);

(2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);

(3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);

(4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);

- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers' compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

j. Punitive Damages

Multiple, exemplary or punitive damages.

k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

B. The Supplementary Payments provisions apply to **Stop Gap – Employers Liability Coverage** as well as to Coverages **A** and **B**.

C. For the purposes of this endorsement, Section II – Who Is An Insured is replaced by the following:

Section II – Who Is An Insured

If you are designated in the Declarations as:

- 1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- 2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- 3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- 4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. For the purposes of this endorsement, Section III – Limits Of Insurance is replaced by the following:

Section III – Limits Of Insurance

- 1. The Limits Of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The "Bodily Injury By Accident" – Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
- 3. The "Bodily Injury By Disease" – Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".
- 4. Subject to Paragraph **D.3.** of this endorsement, the "Bodily Injury By Disease" – Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. For the purposes of this endorsement, Condition **2. Duties In The Event Of Occurrence, Claim Or Suit** under **Section IV – Conditions** is replaced by the following:

2. Duties In The Event Of Injury, Claim Or Suit

- a. You must see to it that we or our agent is notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and
 - (5) Do nothing after an injury occurs that would interfere with our right to recover from others.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

F. For the purposes of this endorsement, Paragraphs **4.** and **18.** of the **Definitions** section are replaced by the following:

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in **a.** above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

18. "Suit" means a civil proceeding in which damages because of "bodily injury by accident" or "bodily injury by disease" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

G. The following are added to the **Definitions** section:

- 1.** "Workers' Compensation Law" means the Workers' Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing non-occupational disability benefits.

2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".

3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" which the insured is legally obligated to pay as damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies:
 - a. Which is in excess of the "underlying insurance"; or
 - b. Which is either excluded or not insured by "underlying insurance".
2. If any limit of insurance, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury", "personal and advertising injury" or "property damage" arising out of that exposure unless that limit of insurance is specified in the Schedule of Underlying Insurance.
3. This insurance applies to "bodily injury", "personal and advertising injury" or "property damage" only if:
 - a. The "bodily injury", "personal and advertising injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - b. The "bodily injury" or "property damage" occurs during the policy period shown in the Declarations; or
 - c. The "personal and advertising injury" results from an "occurrence" that takes place during the policy period shown in the Declarations; and
- d. Prior to the "coverage term" no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part, or that the "personal and advertising injury" offense had been committed, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "coverage term", that the "bodily injury" or "property damage" occurred, or that the "personal and advertising injury" offense had been committed, then any continuation, change or resumption of such "bodily injury", "personal and advertising injury" or "property damage" during or after the "coverage term" will be deemed to have been known prior to the policy period.
4. "Bodily injury" or "property damage" which occurs during the "coverage term" and was not, prior to the "coverage term", known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term".
5. "Personal and advertising injury" caused by an offense which was committed during the "coverage term" and was not, prior to the "coverage term", known to have been committed by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "personal and advertising injury" offense after the end of the "coverage term".
6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred, or a "personal and advertising injury" offense will be deemed to have been known to have been committed at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- a. Reports all, or any part, of the "bodily injury", "personal and advertising injury" or "property damage" to us or any other insurer;
- b. Receives a written or verbal demand or claim for damages because of the "bodily injury", "personal and advertising injury" or "property damage"; or
- c. Becomes aware by any other means that "bodily injury" or "property damage" had occurred or has begun to occur, or that the "personal and advertising injury" offense had been committed or has begun to be committed.

7. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered, unless expressly provided for under **SECTION I - COVERAGE, C. Defense and Supplementary Payments.**

B. Exclusions

This insurance does not apply to:

1. Asbestos

Any liability arising out of, attributable to or any way related to asbestos in any form or transmitted in any manner.

2. Breach of Contract, Failure to Perform, Wrong Description and Violation of Another's Rights

"Personal and advertising injury":

- a. Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- b. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- c. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement"; or
- d. Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

3. Contractual Liability

Any liability for which the insured is obligated to pay damages by reason of the

assumption of liability in a contract or agreement. This exclusion does not apply to liability for "bodily injury", "personal and advertising injury" or "property damage":

- a. That the insured would have in the absence of the contract or agreement; or
- b. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury", "personal and advertising injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

4. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

5. Damage to Property

"Property damage" to:

- a. Property:
 - (1) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - (2) Owned or transported by the insured and arising out of the ownership, maintenance or use of an "auto".
- b. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;

- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph b. of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs a.(2), c., d., e. and f. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs c. and d. of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph f. of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

6. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

7. Damage to Your Work

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

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

8. Distribution or Recording of Material or Information in Violation of Law

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. Any federal, state or local statute, ordinance or regulation, other than the

TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

9. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

10. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply:

- (1) To liability for damages because of "bodily injury"; or
- (2) When such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

11. Employer's Liability Limitation

Any liability arising from any injury to:

- a. An "employee" of the insured sustained in the "workplace";
- b. An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- c. The spouse, child, parent, brother or sister of that "employee" as a consequence of a. or b. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply when such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

12. Employment-Related Practices

Any liability arising from any injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of any injury to that person at whom any of the employment-related practices described in Paragraphs **12.a.(1), (2), or (3)** above is directed.

This exclusion applies:

- a. Whether the injury-causing event described in Paragraphs **12.a.(1), (2), or (3)** above occurs before employment, during employment or after employment of that person;
- b. Whether the insured may be liable as an employer or in any other capacity; and
- c. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

13. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually intended or expected.

However, this exclusion does not apply to:

- a. "Bodily injury" resulting from the use of reasonable force to protect persons or property; or
- b. "Bodily injury" or "property damage" resulting from the use of reasonable force to prevent or eliminate danger in the operation of "autos" or watercraft.

14. Falsity, Prior Publication, Criminal Act and Media and Internet Type Businesses

"Personal and advertising injury":

- a. Arising out of oral or written publication in any manner of material, if done by or at the direction of the insured with knowledge of its falsity;
- b. Arising out of oral or written publication in any manner of material whose first publication took place before the later of the following:
 - (1) The inception of this Coverage Part; or
 - (2) The "coverage term" in which insurance coverage is sought;
- c. Arising out of a criminal act committed by or at the direction of the insured; or
- d. Committed by an insured whose business is:
 - (1) Advertising, broadcasting, publishing or telecasting;
 - (2) Designing or determining content of websites for others; or
 - (3) An Internet search, access, content or service provider.

However, Paragraph **d.** does not apply to Paragraphs **17.a., b., c., d.** and **i.** of "personal and advertising injury" under **SECTION V - DEFINITIONS.**

For the purposes of Paragraph **d.**, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

15. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property

rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement in your "advertisement", of copyright, trade dress or slogan.

16. Pollutant - Auto

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission or escape of "pollutants":

(1) That are, or that are contained in any property that is:

(a) Being transported or towed by, handled, or handled for movement into, onto or from, an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

(b) Otherwise in the course of transit by or on behalf of the insured; or

(c) Being stored, disposed of, treated or processed in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

(2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; or

(3) After the "pollutants" or any property in which the "pollutants" are contained are moved from an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph (1) above does not apply to "bodily injury" or "property damage" arising from fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal

electrical, hydraulic or mechanical functioning of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion or its parts, if:

(a) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(b) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in Paragraphs f.(2) and (3) of the definition of "mobile equipment".

However, this exception to Paragraph (1) does not apply if the fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" are intentionally discharged, dispersed, emitted or released.

Paragraphs (2) and (3) above do not apply to an "occurrence" that occurs away from premises owned by or rented to an insured with respect to "pollutants" not in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; and

(b) The discharge, dispersal, seepage, migration, release, emission or escape of the "pollutants" is caused directly by such upset, overturn or damage.

b. Any liability caused by "pollutants" and arising from the operation, maintenance, use, "loading or unloading" of an "auto", for which insurance coverage is excluded by "underlying insurance".

17. Pollutant - Other Than Auto

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal,

seepage, migration, release, emission or escape of "pollutants":

- (1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

However, Paragraph **a.(1)** of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "Bodily injury", if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;
 - (b) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to your "underlying insurance" as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;

- (4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

However, Paragraph **a.(4)** of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (b) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (5) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants".
- d. Any liability caused by "pollutants", for which insurance coverage is excluded by "underlying insurance".

18. Recall of Products, Work or Impaired Property

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired Property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

19. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag or any other similar tactics to mislead another's potential customers.

20. War

Any liability, however caused, arising directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

21. Workers' Compensation

Any liability or obligation of the insured under any workers' compensation, unemployment compensation, disability benefits or similar law. However, this exclusion does not apply to liability of others assumed by you under an "insured contract" in existence at the time of "occurrence".

C. Defense and Supplementary Payments

- 1. We will have the right and duty to defend the insured against any "suit" seeking

- b. "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.
- c. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Paragraph c. does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies. We will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result when:

- a. The applicable limits of the "underlying insurance" and any other insurance have been exhausted by payment of claims; or
 - b. Damages are sought for "bodily injury", "personal and advertising injury" or "property damage" which are not covered by "underlying insurance" or other insurance.
2. Our right and duty to defend ends when the applicable Limit of Insurance, as stated in the Declarations, has been exhausted by payment of claims.
 3. We have no duty to investigate, settle or defend any claim or "suit" other than those circumstances described in Paragraph **C.1**. However, we do have the right to participate in the investigation, settlement or defense of any claim or "suit" to which this insurance applies. If we exercise this right, we will do so at our expense.
 4. If there is no underlying insurer or other insurance obligated to do so, we will pay the following when we provide a defense:
 - a. All expenses we incur.
 - b. The cost of bail bonds up to \$3,000 (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
 - c. The cost of bonds to appeal a judgment or award in any claim or "suit" we defend and the cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.
 - d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including the actual loss of earnings.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys'

fees or attorneys' expenses taxed against the insured.

5. If there is no underlying insurer obligated to do so, we will pay the following for an "occurrence" to which this insurance applies, even if we have no duty to provide a defense:
 - a. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable Limit of Insurance. If we make an offer to pay the applicable Limits of Insurance, we will not pay any prejudgment interest based on the period of time after the offer.
 - b. All interest awarded against the insured on the full amount of any judgment that accrues:
 - (1) After entry of the judgment; and
 - (2) Before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
6. The payments described in Paragraphs **4**. and **5**. above will not reduce the Limits of Insurance provided by this Coverage Part when defense or supplementary payments provided by the "underlying insurance" do not reduce their Limits of Insurance. However, when defense or supplementary payments provided by the "underlying insurance" reduce their Limits of Insurance then such expense payments paid by us will reduce the Limits of Insurance provided by this Coverage Part.
7. If we are prevented by law or otherwise from carrying out any of the provisions of **SECTION I - COVERAGE, C. Defense and Supplementary Payments**, we will pay any expense incurred with our written consent.

SECTION II - WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance, occupancy or use of an "auto":
 - a. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (2) A partnership or joint venture, you are an insured. Your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.

- (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (4) An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders. Each of the following is also a Named Insured:
 - (a) Any "subsidiary" company of such organization, including any "subsidiary" of such "subsidiary":
 - 1) Existing at the inception of this Coverage Part; or
 - 2) Formed or acquired on or after the inception of this Coverage Part.
 - (b) Any other company controlled and actively managed by such organization or any "subsidiary" thereof:
 - 1) At the inception of this Coverage Part; or
 - 2) If the control and active management thereof is acquired on or after the inception of this Coverage Part.
 - (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- b.** Each of the following is also an insured:
- (1) Any "employee" of yours while acting within the scope of their duties as such.
 - (2) Any person or organization while acting as your real estate manager.
 - (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
 - (4) Your legal representative if you die, but only with respect to duties as such.
- 2.** Only with respect to liability arising out of the ownership, maintenance, occupancy or use of an "auto":
- a.** You are an insured.
 - b.** Anyone else while using with your permission an "auto" you own, hire or borrow is also an insured except:
 - (1) The owner or any other person or organization (except your "executive officers" or principals) from whom you hire or borrow an "auto", unless such persons or organizations are insureds in your "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance". This exception does not apply if the "auto" is a trailer or semi-trailer connected to an "auto" you own.
 - (2) Your "employee", if the "auto" is owned by that "employee" or a member of his or her household, unless:
 - (a) Such "employee" is an insured with respect to that "auto" in the "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance"; or
 - (b) The "bodily injury" or "property damage" is sustained by a co-"employee" of such "employee".
 - (3) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos", unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
- c.** Anyone liable for the conduct of an insured described in Paragraphs **2.a.** and **b.** above is also an insured, but only if they are provided insurance coverage for such liability by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance and then only for such hazards for which coverage is provided by such "underlying insurance".

3. At your option and subject to the terms and conditions of this insurance, any other person or organization not addressed by Paragraphs 1. and 2. above, but covered in the "underlying insurance" listed in the Schedule of Underlying Insurance are also insureds, but only to the extent that insurance is provided for such person or organization by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made, "suits" brought or number of vehicles involved or insured; or
 - c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for all damages:
 - a. Included in the "products-completed operations hazard";
 - b. Because of "bodily injury" by disease sustained by your "employees" arising out of and in the course of their employment by you; or
 - c. Because of "bodily injury", "personal and advertising injury" or "property damage" not included within a. or b. above. However, this Aggregate Limit will not apply to damages which are not subject to an Aggregate Limit in the "underlying insurance".

The Aggregate Limit applies separately to a., b. and c. The Aggregate Limit described in c. will apply only to damages not subject to a. or b. above.

3. Subject to the Limit of Insurance described in 2.c. above:
 - a. Only in the event that "underlying insurance" specifically listed in the Schedule of Underlying Insurance provides an annual Aggregate Limit of Insurance for damages that would not be subject to 2.a. or b. above that is applicable separately to each:
 - (1) Location owned by, or rented or leased to you solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be at-

tributed to operations at only a single location, then the Aggregate Limit described in 2.c. above applies separately to each location owned by, or rented or leased to you.

- (2) Of your construction projects solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be attributed only to ongoing operations and only at a single construction project, then the Aggregate Limit described in 2.c. above applies separately to each of your construction projects.

- b. Only with respect to the application of Limits of Insurance described in 3.a. above, the following terms location and construction project will have the following meanings:
 - (1) Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
 - (2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or entities, no matter how often or under how many different contracts, will be deemed to be a single construction project.

4. Subject to the limits described in 2. and 3. above, the Each Occurrence Limit is the most we will pay for the "ultimate net loss":
 - a. In excess of the applicable limits of "underlying insurance"; or
 - b. If an "occurrence" is not covered by "underlying insurance", but covered by the terms and conditions of this Coverage Part,

for all "bodily injury", "personal and advertising injury" and "property damage" arising out of any one "occurrence".

We will not pay more than the Limit of Insurance shown in this Coverage Part's Declarations for each "occurrence" because any Personal Umbrella Liability Policy(ies) is/are attached to this policy.

5. Subject to, and included within, the Limit of Insurance described in 4. above, we will not pay more than the limit of insurance required for the layer of insurance provided by this Coverage Part on behalf of:
 - a. An additional insured, as set forth in **SECTION II - WHO IS AN INSURED, Paragraph 3**; or
 - b. A party you have agreed to indemnify in an "insured contract".
6. Subject to the limits described in 2., 3., 4. and 5. above and to the terms and conditions of the "underlying insurance":
 - a. If the limits of "underlying insurance" have been reduced by payment of claims, this Coverage Part will continue in force as excess of the reduced "underlying insurance"; or
 - b. If the limits of "underlying insurance" have been exhausted by payment of claims, this Coverage Part will continue in force as "underlying insurance".
7. The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Appeals

If the insured or any insurer who provides the applicable "underlying insurance" elects not to appeal a judgment which exceeds the "underlying limit", we may elect to do so at our own expense. We shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall this provision increase our liability beyond:

- a. Our applicable Limits of Insurance for all "ultimate net loss";
- b. Our applicable Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments**; and
- c. The expense of such appeal.

2. Audit

If this Coverage Part is subject to Audit, as indicated in the Declarations, then the following Condition applies:

- a. The premium shown in the Premium Computation Endorsement as Advance Premium is a deposit premium. At the close of each audit period, we will compute the earned premium for that period. If:

- (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
- (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us. The due date for audit and retrospective premiums is the date shown as the due date on the bill.

However, in no event will the earned premium be less than the Minimum Premium stated in the Premium Computation Endorsement.

- b. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

3. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate shall not relieve us of any obligations under this Coverage Part.

4. Duties in the Event of Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim or "suit". To the extent possible, notice should include:

- (1) How, when and where the "occurrence" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence".

This requirement applies only when the "occurrence" is known to an "authorized representative".

- b. If a claim is made or "suit" is brought against any insured you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This requirement will not be considered breached unless the breach occurs after such claim or "suit" is known to an "authorized representative".

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. First Named Insured

The person or organization first named in the Declarations will act on behalf of all other insureds where indicated in this Coverage Part.

6. Legal Action Against Us and Loss Payments

- a. No legal action may be brought against us unless there has been full compliance with all the terms of this Coverage Part nor until the amount of the insured's obligation to pay has been finally determined as provided below. No person or organization has any right under this Coverage Part to bring us into any action to determine the liability of the insured.
- b. We shall be liable for payment of the "ultimate net loss" for any "occurrence" to which this Coverage Part applies:
 - (1) For "occurrences" not covered by "underlying insurance"; or
 - (2) In excess of the "underlying limit" applicable to the "occurrence" only after the insurers who provide the applicable "underlying insurance" have paid or become obligated to pay the amount of the "underlying limit" applicable to the "occurrence".

Our payment will be made following final determination of the amount of the insured's obligation to pay either by final judgment against the insured or by written agreement with the insured, the claimant, the underlying insurers and us.

7. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part at the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

8. Maintenance of Underlying Insurance

- a. While this Coverage Part is in effect, the insured shall maintain in force the "underlying insurance" listed in the Schedule of Underlying Insurance as collectible insurance. The terms, conditions and endorsements of "underlying insurance" will not materially change and renewals or replacements of "underlying insurance" will not be more restrictive in coverage.
- b. Limits of "underlying insurance" will not be reduced, except for any reduction or exhaustion in the aggregate limits of insurance due to payment of claims which are in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.
- c. In the event you fail or neglect to maintain "underlying insurance" as required, this Coverage Part will apply as though such "underlying insurance" was in force and collectible at the time a claim is presented to us which is in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.
- d. The limits of "underlying insurance" shall be deemed applicable, regardless of any defense which the insurer who provides the "underlying insurance" may assert because of the insured's failure to comply with any Condition of the policy or the inability of the insurer to pay by reason of bankruptcy or insolvency.
- e. You must notify us in writing as soon as practicable when any "underlying insurance" is no longer in effect or the limits or scope of coverage of any "underlying insurance" is changed.

9. Other Insurance

- a. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends and coverage is otherwise applicable, we will have the right, but not the duty to undertake to do so, provided that whomever we agree to defend and the Named Insured assign their rights to us under the policies of the insurers who did not defend. Such assignment must be in writing.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

10. Premium

The premium for this Coverage Part shall be as stated in the Declarations. The advance and anniversary premiums are not subject to adjustment, except as stated in the Declarations, or as stated in an endorsement issued by us to form a part of this Coverage Part.

You shall maintain records of such information as is necessary for premium computation, and shall, if requested by us, send copies of such records to us at the end of the "coverage term" and at such times during the policy period as we may direct.

11. Representations

- a. By acceptance of this Coverage Part, you agree that the statements in the Declarations are your agreements and representations, that this Coverage Part is issued in reliance upon the truth of such representations and that this Coverage Part embodies all agreements existing between you and us or any of our agents relating to this insurance.
- b. However, to the extent that the following applies in the "underlying insurance" listed specifically in the Schedule of Underlying Insurance, it will also apply to this Coverage Part:

Based on our reliance upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of this Coverage Part, we will not reject coverage under this Coverage Part based solely on such failure.

12. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

13. Transfer of Rights of Recovery Against Others to Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. Any recoveries shall be applied as follows:
 - (1) First, we will reimburse anyone, including the insured, the amounts actually paid by them that were in excess of our payments;
 - (2) Next, we will be reimbursed to the extent of our actual payment; and
 - (3) Lastly, any amounts left after meeting the obligations outlined in (1) and (2) above will be distributed to anyone else known to us at the time a recovery is made and who is legally entitled to such recovery.

Expenses incurred in the recovery shall be apportioned among all interests in the ratio of their respective recoveries as finally settled. If there is no recovery as a result of our attempts, we shall bear all of the recovery expenses.

- c. If prior to an "occurrence" to which this Coverage Part would apply, you and the issuer of your applicable "underlying insurance" listed specifically in the Schedule of Underlying Insurance waive any right of recovery against a person or organization for injury or damage, we will also waive any rights we may have against such person or organization.

14. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. "Authorized representative" means:
 - a. If you are:
 - (1) An individual, you and your spouse are "authorized representatives".
 - (2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".
 - (3) A limited liability company, your members and your managers are "authorized representatives".
 - (4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".
 - (5) A trust, your trustees are "authorized representatives".
 - b. Your "employees" assigned to manage your insurance program, or assigned to give or receive notice of an "occurrence", claim or "suit" are also "authorized representatives".
3. "Auto" means:
 - a. Any land motor vehicle, trailer or semi-trailer designed for travel on public roads; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged."Auto" does not include "mobile equipment".
4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.
5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
6. "Coverage territory" means anywhere.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.
10. "Hostile fire" means one that becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement,
 if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business, other than a contract or agreement pertaining to the rental or lease of any "auto", (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

- g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

Paragraphs **f.** and **g.** do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing. However, if such liability is insured by valid and collectible "underlying insurance" as listed in the Schedule of Underlying Insurance, this Paragraph (1) shall not apply for such hazards for which insurance coverage is afforded by such "underlying insurance";
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research;

public relations and new product development;

- (5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph (4), above;
 - (6) That indemnifies a website designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet Services include but are not limited to design, production, distribution, maintenance and administration of websites and web-banners; hosting websites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks;
 - (7) Under which the insured, if a website designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph (6), above;
 - (8) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - (9) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding,

building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Any land vehicle subject to a compulsory or financial responsibility law or other motor vehicle insurance law is considered an "auto".

16. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions, that results in "bodily injury" or "property damage"; or
- b. An offense that results in "personal and advertising injury".

All damages arising from the same accident, continuous or repeated exposure to substantially the same general harmful conditions, act or offense shall be deemed to arise from one "occurrence" regardless of:

- (1) The frequency of repetition;
- (2) The number or kind of media used; or
- (3) The number of claimants.

17. "Personal and advertising injury" means injury, including "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Abuse of process;
- d. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- e. Defamation of character, including oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- f. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- g. The use of another's advertising idea in your "advertisement";
- h. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

- i. Discrimination, unless insurance coverage therefor is prohibited by law or statute.

18. "Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include, but are not limited to, substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or

- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.

- (b) When all of the work to be done at the site has been completed, if your contract calls for work at more than one site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition

was created by the "loading or unloading" of that vehicle by any insured; or

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

- a. Physical injury to or destruction of tangible property including all resulting loss of use. All such loss of use shall be deemed to occur at the time of the physical injury or destruction that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

21. "Subsidiary" means any organization in which more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination, by one or more of the Named Insureds.

22. "Suit" means a civil proceeding in which money damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such money damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such money damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

23. "Temporary worker" means a person who is furnished to you to:

- a. Substitute for a permanent "employee" on leave; or
- b. Meet seasonal or short-term workload conditions.

24. "Ultimate net loss" means the sum actually paid or payable in the settlement or satisfaction of the insured's legal obligation for damages, covered by this insurance, either by adjudication or compromise. "Ultimate net loss" does not include Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments** of this Coverage Part.

25. "Underlying insurance" means the insurance listed in the Schedule of Underlying Insurance and the insurance available to the insured under all other insurance policies applicable to the "occurrence". "Underlying insurance" also includes any type of self-insurance or alternative method by which the insured arranges for funding of legal liabilities that affords coverage that this Coverage Part covers.

26. "Underlying limit" means the total of the applicable limits of all "underlying insurance" less the amount, if any, by which the applicable limit of the applicable policy listed in the Schedule of Underlying Insurance has been reduced solely by payment of loss resulting from claims which are in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.

27. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

28. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

29. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. SECTION I - COVERAGE, B. Exclusions is modified to add the following:

This insurance does not apply to:

1. Any liability:
 - a. With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Any liability resulting from the "hazardous properties" of "nuclear material", if
 - a. The "nuclear material" (1) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this

Exclusion c. applies only to "property damage" to such "nuclear facility" and any property thereat.

B. SECTION V - DEFINITIONS is hereby modified to add the following definitions:

1. "Hazardous properties" include radioactive, toxic or explosive properties;
2. "Nuclear material" means "source material", "special nuclear material" or "by-product material";
3. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
5. "Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
6. "Nuclear facility" means:
 - a. Any "nuclear reactor";
 - b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", (3) or handling, processing or packaging "waste";
 - c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear materials", if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

7. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

8. "Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE**

SCHEDULE

Name of person or organization:

BLANKET FORM

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION IV - CONDITIONS, 13. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE: \$ 5,000,000 Each Occurrence Limit \$ 5,000,000 Aggregate Limit	
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COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and US 101 UM, is amended as follows:

A. SECTION III - LIMITS OF INSURANCE is amended to add the following:

7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "primary and non-contributory basis" within the parameters set forth in **SECTION III - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

- a. The Limits of Insurance stated in the Schedule of this endorsement; or
- b. The limits of insurance required in a written contract on a "primary and non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or
- c. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION IV - CONDITIONS is amended as follows:

1. Condition **9. Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

However:

- a. This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "primary and non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract or agreement on a "primary and non-contributory basis" that is in excess of the "underlying insurance"; and
- b. It is understood and agreed that the insurance provided by this Coverage Part is excess of:
 - (1) "Underlying insurance" listed in the Schedule of Underlying Insurance;
 - (2) Any other insurance available to the "non-contributory additional insured" as an additional insured; and
 - (3) Any other insurance available to the "non-contributory additional insured" on which they are not a named insured.

2. The following condition is added:

15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for de-

fense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

C. **SECTION V - DEFINITIONS** is amended to add the following:

30. "Non-contributory additional insured" means any person or organization:

- a. Qualifying as an additional insured under **SECTION II - WHO IS AN INSURED**, Paragraph 3. of the Coverage Part to which this endorsement is attached; and
- b. Being granted additional insured status on a "primary and non-contributory basis" in the "underlying insurance" as required in a written

contract between an additional insured and a Named Insured provided:

(1) The written contract or agreement is executed before the "occurrence" resulting in "bodily injury", "personal and advertising injury" or "property damage" for which coverage is being sought under this endorsement; and

(2) The written contract or agreement requires a specific limit of insurance on a "primary and non-contributory basis" that is in excess of "underlying insurance".

31. "Primary and non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured loss on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.



< Business Lookup

License Information:

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

Entity name: CONTINENTAL DOOR COMPANY, L.L.C.

Business name: CONTINENTAL DOOR COMPANY, L.L.C.

Entity type: [Limited Liability Company](#)

UBI #: 602-381-864

Business ID: 001

Location ID: 0001

Location: Active

Location address: 8622 E ROCKWELL AVE
SPOKANE WA 99212-1847

Mailing address: 8622 E ROCKWELL AVE
SPOKANE WA 99212-1847

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Colville General Business - Non-Resident				Active	Nov-30-2024	Nov-20-2023
Elmer City General Business - Non-Resident				Active	Jul-31-2024	Aug-24-2023
Ephrata General Business - Non-Resident				Active	Mar-31-2025	Nov-29-2021
Kennewick General Business - Non-Resident	106394			Active	Mar-31-2025	Jun-08-2009
Moses Lake General Business - Non-Resident	BUS2012-09569			Active	Mar-31-2025	Sep-05-2012
Pasco General Business - Non-Resident	16327			Active	Mar-31-2025	Jul-26-2011
Prosser General Business - Non-Resident				Active	Jun-30-2025	Jun-20-2024
Richland General Business - Non-Resident	F03			Active	Mar-31-2025	Feb-09-2016
Spokane General Business - Non-Resident	T11045508BUS			Active	Mar-31-2025	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Mar-31-2025	Aug-22-2018
Walla Walla General Business - Non-Resident				Active	Mar-31-2025	Nov-20-2018



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Wenatchee General Business - Non-Resident				Active	Mar-31-2025	Mar-16-2020
Yakima General Business - Non-Resident	BLS200346			Active	Mar-31-2025	Jun-15-2020

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

Governing people	Title
MORSE, DERIK	
MORSE, MARC	
MORSE, NORM	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/17/2024 8:00:33 AM

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 08/19/2024**Committee Agenda type:** Consent**Date Rec'd**

7/31/2024

Clerk's File #

OPR 2024-0736

Cross Ref #**Project #****Council Meeting Date:** 09/09/2024**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Bid #

RFQ 6159-24

Contact Name/Phone

LOREN SEARL 509-6257821

Requisition #

VALUE BLANKET

Contact E-Mail

LSEARL@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

BWILKERSON KKLITZKE

Agenda Item Name

4100 6" FIRE HYDRANTS - ANNUAL VALUE BLANKET

Agenda Wording

Value Blanket order with Core & Main (Spokane Valley, WA) not to exceed \$350,000.00 including tax.

Summary (Background)

Request for Quotes #6159-24 for 6" Fire Hydrants - Annual Value Blanket was issued publicly through the City's ProcureWare site. Four (4) quotes were received. Award is correspondingly recommended to Core & Main as the low responsive, responsible bidder. The resulting order will include annual pricing change options up to a total term of five (5) years.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 1,750,000.00

Current Year Cost \$ 350,000.00

Subsequent Year(s) Cost \$ 350,000.00

Narrative

New annual value blanket order with Core & Main (Spokane Valley, WA) for total cost \$1,750,000.00 including tax.

Amount**Budget Account**

Expense \$ 350,000.00

4100-42440-94340-56595-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	August 19, 2024
Submitting Department	Water & Hydroelectric Services
Contact Name	Loren Searl
Contact Email & Phone	lsearl@spokanecity.org 509-625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	4100 6" FIRE HYDRANTS - ANNUAL VALUE BLANKET
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	Request for Quotes #6159-24 for 6" Fire Hydrants - Annual Value Blanket was issued publicly through the City's ProcureWare site. Four (4) quotes were received. Award is correspondingly recommended to Core & Main as the low responsive, responsible bidder. The resulting order will include annual pricing change options up to a total term of five (5) years.
<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>\$1,750,000.00</u></p> <p style="padding-left: 20px;">Current year cost: \$350,000.00</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$350,000.00</p> <p>Narrative: <u>New annual value blanket order with Core & Main (Spokane Valley, WA) for total cost \$1,750,000.00 including tax.</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: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Water Department Inventory Purchases for Water 4100-42440-94340-56595-99999</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> <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

- 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?

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 - Water Department

BID TABULATION						
ITB 6199-24						
6" Fire Hydrants - Annual Value Blanket						
	UOM	QTY	Core & Main	H D Fowler Co	Ferguson Waterworks	Consolidated Supply Co.
		ARO	30 Days	70 days	30-36 DAYS 6 WEEKS	30 Days
6" National Standard Hydrant, 5.0 ft. Bury, NS Open Left	Each	45	\$137,511.00	\$145,467.00	\$146,205.00	\$146,700.00
6" National Standard Hydrant, 5.5 ft. Bury, NS Open Left	Each	45	\$140,559.30	\$148,698.00	\$149,850.00	\$149,940.00
6" National Standard Hydrant, 6.0 ft. Bury, NS Open Left	Each	9	\$28,720.89	\$30,384.90	\$30,555.00	\$30,645.00
Sales Tax 9.0%			\$27,611.21	\$29,209.49	\$29,394.90	\$29,455.66
Total			\$334,402.40	\$353,759.39	\$356,004.90	\$356,740.66

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.

Bid Response Summary

Bid Number ITB 6199-24
Bid Title 6" Fire Hydrants - Annual Value Blanket (Re-bid)
Due Date Monday, July 22, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Core & Main
Submitted By Kevin Hoglund - Friday, July 19, 2024 10:49:48 AM [(UTC-08:00) Pacific Time (US & Canada)]
 kevin.hoglund@coreandmain.com 509-893-1055

Comments

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	1	ADDENDA. Indicated how many Addenda bidder acknowledges receipt of	1
Value Blanket Terms			
	1	The Value Blanket Order awarded from this ITB will be for a five (5) year period. Pricing will be firm for the first twelve (12) months and then vendor may submit a request for pricing changes during the anniversary month of the set-up of the Value Blanket Order. Price increases must be submitted with justification from the price increase, and it will be at the discretion of the City to approve said price increases.	Yes
	2	Supplier acknowledges product will be ordered off the value blanket on an as-needed basis with no guarantee of quantities.	Yes
Council Approval			
	1	Supplier acknowledges award of this business is subject to City Council approval and the approval of this Value Blanket Order is estimated to be in August 2024.	Yes
Order Placement Contact			

1	Please indicate the appropriate point of contact regarding this quote, placement of value blanket order if awarded, and placement of release orders over the term of any resulting agreement. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Kevin Hoglund 509-590-5397 kevin.hoglund@coreandmain.com
Product		
1	Supplier acknowledges only the following hydrant brands/models will be accepted: Waterous WB-67, Mueller Super Centurion 250 or 350, Kennedy K-81D.	Yes
2	Supplier specifies the following product brand(s)/model(s) are hereby quoted and promised for delivery if awarded:	Mueller Super Centurion
3	Supplier acknowledges all hydrants are to be mechanical joint *without* accessories.	Yes
4	Supplier agrees all product shall have a working pressure at 250 psi and connection for DIMJ pipe, inside diameter 6".	Yes
5	Supplier acknowledges only hydrants with a compression type main valve that closes with the water pressure shall be acceptable. The design shall allow for all operating parts, including the valve seat, to be removed through the barrel without excavation. Minimum diameter opening – 5.25". Main valve seats must be threaded type.	Yes
6	Supplier acknowledges no leaded-in valve seats shall be accepted.	Yes
7	Supplier acknowledges 2 - 2.5" nozzle shall be threaded-in type or 1/4 turn o-ring with lock, national standard thread.	Yes
8	Supplier acknowledges 1 - 4.25" nozzle shall be threaded-in type or 1/4 turn o-ring with lock, national standard thread.	Yes

9	Supplier acknowledges hydrants must be suitable for 5', 5.5', or 6' bury (as specified) and equipped with ground line safety flange.	Yes
10	Supplier acknowledges minimum 18" between the center of the pumper nozzle nut and the ground line.	Yes
11	Supplier acknowledges minimum 34" between the ground line and the top of the operation nut.	Yes
12	Supplier acknowledges requirement of Ductile Iron Shoe with epoxy coating.	Yes
13	Supplier acknowledges all hydrants must open left (counter clockwise).	Yes
14	Supplier acknowledges the following requirements for National Standard Stems and Caps: Pattern of Nut - Pentagon, Height of Nut - No less than 1", Size - 1.5" at base, 1.4375" at top, faces to be tapered uniformly.	Yes
15	Supplier acknowledges product shall be equipped with hose port and steamer port cap chains attached to nozzle section.	Yes
16	Supplier acknowledges hydrants must have o-ring stuffing boxes.	Yes
17	Supplier acknowledges hydrants require one (1) coat of primer painting and must meet or exceed Federal Specification TT-C-49I b or equal requirements and must be above ground level line. Painting shall be as specified in Section 4.2 of ANSI/AWWA C502 or latest revision thereof.	Yes
18	Supplier agrees finish painting coat shall be yellow enamel. The minimum wet film thickness of 4.0 mils must be maintained above ground line. All oil, grease, or other contaminants must be removed from the surface prior to painting.	Yes

19	Supplier acknowledges Bury Depth Plate must be made of stainless steel and specify 5.0', 5.5', or 6.0' depth as applicable and be bolted to the bonnet or ground flange.	Yes
20	Supplier acknowledges hydrants must be equipped with self-oiling system in the hydrant bonnet; an oil reservoir and oil fill plug for visual check and refill. No 'grease' lubricated hydrants shall be accepted.	Yes
21	Supplier acknowledges all hydrants must meet or exceed the AWWA C502 fire hydrant standards.	Yes
22	Supplier acknowledges all hydrants must conform to City of Spokane Standard Specifications.	Yes
Delivery/Freight		
1	Supplier acknowledges all freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point: 914 E. North Foothills Dr., Spokane, WA 99207.	Yes
2	Supplier agrees all release orders shall be ordered/delivered FOB: Destination to 914 E. North Foothills Dr., Spokane, WA 99207 - Attn: Water Warehouse.	Yes
3	Supplier agrees product shall be ordered and delivered in pods of nine (9) hydrants each.	Yes

4	<p>Delivery time shall be a consideration of awarding this contract. Supplier agrees to deliver release orders in full to the City's warehouse within the specified number of business days ARO (actual number of days must be specified to be determined 'responsive' to this request). This timeline shall be held standard throughout the term of any resulting value blanket and will be used by City personnel to plan restocking orders:</p>	30
5	<p>Supplier acknowledges partial deliveries against release orders shall be accepted and any delivery delays, whether a specific date has been requested or the previously specified number of delivery days applies, must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.</p>	Yes
Sales Tax		
1	<p>Supplier 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>	Yes
Payment		

1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) 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 immediate make every effort to settle the disputed amount.	Yes
2	Supplier agrees to accept Visa credit card payment at no additional fee.	No
Business Registration Requirement		
1	Supplier acknowledges 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 http://bls.dor.wa.gov or 1-800-451-7985 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.	Yes
2	Supplier's Business Registration No.	T12051002BUS
Polychlorinated Biphenyls (PCBs)		

1	In accordance with SMC 7.06.172(A), the respondent certifies that the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). 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 respondent 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 (acknowledgement required to be considered 'responsive' to this request).	
2	As far as you know, has this product type 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 measureable level?	No
4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
5	If so, note from whom the results can be obtained (note N/A if not applicable).	N/a
6	Do you have reason to believe the product contains measureable levels of PCBs?	No
7	Do you have reason to believe the product packaging contains measureable levels of PCBs?	No
Terms & Conditions		
1	Supplier accepts the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	Yes

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Product								
	1	6" National Standard Hydrant, 5.0 ft. Bury, NS Open Left	Base	Each	45.00	\$3,055.80	\$137,511.00	
	2	6" National Standard Hydrant, 5.5 ft. Bury, NS Open Left	Base	Each	45.00	\$3,123.54	\$140,559.30	
	3	6" National Standard Hydrant, 6.0 ft. Bury, NS Open Left	Base	Each	9.00	\$3,191.21	\$28,720.89	
Sales Tax								
	4	WA State Sales Tax (9.0%)	Base	Each	1.00	\$27,611.21	\$27,611.21	
Total Base Bid	\$334,402.40							

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 08/19/2024**Committee Agenda type:** Consent**Date Rec'd**

7/30/2024

Clerk's File #

OPR 2024-0737

Cross Ref #**Project #****Council Meeting Date:** 09/09/2024**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Bid #

RFQ 6183-24

Contact Name/Phone

LOREN SEARL 509-625-7821

Requisition #

RE #20530

Contact E-Mail

LSEARL@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

BWILKERSON KKLITZKE

Agenda Item Name

4100 WELL ELECTRIC OSG BRINER TANK PACKAGE

Agenda Wording

Purchase of brine tank (Briner) from Technology International (Lake Mary, FL) - \$109,912.20

Summary (Background)

Well Electric pump station is in the process of upgrading from gaseous chlorine to sodium hypochlorite that will be produced onsite. This will remove a hazardous chemical from a building that is occupied by the public and City staff. This purchase is for the brine tank (briner) that will turn simple rock salt into brine. The brine is then sent to the rest of the OSG equipment to make sodium hypochlorite.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 100,912.20

Current Year Cost \$ 100,912.20

Subsequent Year(s) Cost \$ NA

Narrative

Purchase specifications were put out for competitive bidding for an equipment only quote. There was 1 response, and that bidder was selected and is attached. Installation will be done by City Staff.

Amount**Budget Account**

Expense \$ 100,912.20

4100-42490-94340-56501-11081

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

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

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

dgreenlund@spokanecity.org	crickman@spokanecity.org
nrussell@spokanecity.org	rrpenaluna@spokanecity.org
tlester@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	August 19, 2024
Submitting Department	Water Department
Contact Name	Loren Searl
Contact Email & Phone	lsearl@spokanecity.org 509-625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Well Electric OSG Briner tank package
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	Well Electric pump station is in the process of upgrading from gaseous chlorine to sodium hypochlorite that will be produced onsite. This will remove a hazardous chemical from a building that is occupied by the public and City staff. This purchase is for the brine tank (briner) that will turn simple rock salt into brine. The brine is then sent to the rest of the OSG equipment to make sodium hypochlorite.
<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>\$100,912.20</u></p> <p style="padding-left: 20px;">Current year cost: \$100,912.20</p> <p style="padding-left: 20px;">Subsequent year(s) cost: N/A</p> <p>Narrative: <u>Purchase specifications were put out for competitive bidding for an equipment only quote. There was 1 response and that bidder was selected and is attached. Installation will be done by City Staff.</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? N/A</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 will specifically allow the Well Electric 	

well station to remove a hazardous chemical from a building occupied by the public and City staff, and continue to provide millions of gallons of clean, safe drinking water from one of our primary wells.

- 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.

Bid Response Summary

Bid Number RFQ 6183-24
Bid Title 35 Ton Briner Package (Brine Maker)
Due Date Thursday, July 18, 2024 3:30:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Technology International, Inc.
Submitted By Rifat Habib - Thursday, July 18, 2024 11:56:33 AM [(UTC-08:00) Pacific Time (US & Canada)]
 tii@tii-usa.com 4073592373

Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1.	Please indicate the appropriate point of contact (including phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Rifat Habib / Tel: (407) 359-2373 / Email: tii@tii-usa.com
General			
	1. Background	Furnish and deliver new equipment for an on-site, 35 ton briner package (brine maker) as listed in these Specifications. No other services, installation, set-up, or integration are part of this project.	I agree
	2. Related Documents	Design drawings included in the document section are for reference only. The Specification Document in the Document section shall be the sole source for which to quote against. Any questions must be addressed in the clarification section before submittals are sent.	I agree
	3.1 Vendor	All equipment submitted against this RFQ must be sold and serviced by a single vendor. Multiple vendors supplying different equipment on a single submittal will be rejected.	I agree
	3.2 Vendor	The vendor must be capable of responding to outages by phone within 1 hour.	I agree
	3.3 Vendor	The vendor must be the authorized representative for the submitted equipment manufacturer(s) for the Spokane, WA area. Documentation from the manufacturer delineating this authorization must be included in the submittal	I do not agree
	3.4 Vendor	Submit Authorized representative documentation. Documentation must be submitted as a single document.	Authorization Letter - Signed.pdf
	3.5 Vendor	The vendor shall honor all factory warranties from the date of final acceptance.	I agree
	4.1 Quality Assurance	Listing by Underwriters Laboratories (UL) or Canadian standards Association (CSA) shall be provided for relevant equipment.	I do not agree

4.2 Quality Assurance	Listing by National Science Foundation (NSF), and/or American National standards Institute (ANSI) for standards 61-2023 shall be provided for relevant equipment.	I do not agree
4.3 Quality Assurance	Upload UL, NSF and or ANSI for relevant equipment	
4.4 Quality Assurance	All equipment shall comply with the latest revisions of applicable industry standards.	I agree
4.5 Quality Assurance	All documentation of testing and quality control must accompany delivered equipment.	I agree
5. Commissioning	Onsite commissioning is not required for this project. Vendor shall Provide email and phone support during installation. Any email or phone support provided shall be considered part of the submittal. The vendor shall be responsible for any travel, accommodations, and compensation not requested by the city of Spokane in official correspondence.	I agree
Technical Specifications		
1.	Any technical specifications and general provisions are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of this quote.	I agree
2.	All equipment shall have a clearly visible manufacturers label.	I Agree
3.	All equipment shall be provided with O&M manuals and shop drawings.	I agree
4.	All painted surfaces shall have primer coat and a finish coat at minimum.	I agree
5.	Unless otherwise specified, all electrical equipment shall be NEMA 1 or better.	I agree
6.	Submittals shall be a complete package that includes cut-sheets, shop drawings, specifications, unit cost, total cost, shipping and taxes as applicable to the products submitted. The City of Spokane reserves the right to reject submittals that are incomplete or unfinished. Submittals must be signed by the appropriate contact with the vendor	I agree
7.	Upload Submittal documents (Cut-sheets, shop drawings and specifications) Combine documents as needed. Only one document can be uploaded in this line item.	Quote TII-WA-0724-37795 for 35 Ton Briner Package (Brine Maker).pdf
8.	Upload any additional Submittal documents (Cut-sheets, shop drawings and specifications) Combine documents as needed. Only one document can be uploaded in this line item.	
9.	Bidders must submit cover letters stating the qualifications for supplying specified product with the City of Spokane. Cover letter must be signed by the appropriate contact with the vendor.	Quote TII-WA-0724-37795 for 35 Ton Briner Package (Brine Maker).pdf

10.	I have downloaded the Specifications Document in the Documents Tab and Verify that all products adhere to the specifications of the document.	I agree
Additional Items		
1	The City of Spokane shall have the right to purchase additional quantities of these items at the quoted price within one (1) year of the closing of this request. Supplier agrees to sell at the same price, terms, and conditions.	No
Delivery		
1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	I agree
2	All products shall be ordered/delivered FOB: Destination to City of Spokane Upriver Hydroelectric Project, 2701 N Waterworks St, Spokane WA 99212	I Agree
3	Partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	I agree
4	Supplier specifies, if awarded, all product shall be delivered within the following number of business days ARO:	210
6.	All equipment shall be securely mounted to wooden skids, pallets or be boxed. All skids or boxes shall be capable of being moved by lift trucks or pallet jacks. Weights and/or special handling instructions shall be clearly labeled.	I agree
7.	Any equipment that cannot be subjected to inclement weather or humidity shall be clearly labeled on the outside of the packaging.	I agree
8.	City of Spokane staff will inspect equipment at delivery for damage and against project submittals.	I agree
9.	Delivery shall be coordinated with Upriver staff at least 7 days prior to delivery	I agree
10.	All packaging shall be clearly labeled as to contents.	I agree
Payment Terms		
1	Payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) 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 immediate make every effort to settle the disputed amount.	I agree
2	Visa credit card payment shall be accepted at no additional fee (if no, supplier shall accept a City purchase order).	I agree

Sales Tax		
1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree
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.	Acknowledged and Agreed
2	Supplier's Business Registration No.	650342335
Polychlorinated Biphenyls (PCBs)		
1	In accordance with SMC 7.06.172(A), the respondent certifies that the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). 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 respondent 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.	I agree
2	As far as you know, has this product type 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?	
4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Yes
5	If so, note from whom the results can be obtained.	
6	Do you have reason to believe the product contains measurable levels of PCBs?	No
7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions		

1	Submission of a response to this request constitutes acceptance of the Terms & Conditions so named in the 'Documents' tab.	I agree
---	--	---------

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Product - Must Meet all Technical Specifications detailed in the OSG 35T brinemaker Specifications								
	1.	35 ton Briner Package	Base	Each	1.00	\$92,580.00	\$92,580.00	**Please see our equipment proposal TII/WA/0724/37795 attached
Total Base Bid		\$92,580.00						

35 ton Briner Specifications (brine maker)

[**Please see our equipment proposal TII/WA/0724/37795 attached on Page 3](#)

35 ton Briner Package

- A. The vendor shall supply a 35t briner package (brine maker) that complies with the following specifications:
1. The vessel shall be made of filament wound fiberglass with isophthalic polyester resin, and meet the following:
 - i. Approximate dimensions of 10' diameter and 14' tall
 - ii. Approximate volume of 1,000 cu/ft
 - iii. 35 ton capacity and designed for 25 ton deliveries
 - iv. Stainless steel lifting lugs and anchor points
 - v. Meets or exceeds ASTM D3299 standard
 - vi. Painted white
 2. The vessel shall have the following ports:
 - i. 4" stainless steel salt inlet pipe w/ camlock and cap, ½" water injection, appropriate structural supports
 - ii. 2" brine outlet w/ flange and internal sch 80 PVC collection plenum
 - iii. 2" water inlet w/ flange, 1" removable internal water distribution assembly
 - iv. 2" drain w/ valve, diptube, and screen
 - v. 24" top manway w/ stainless steel hardware, neoprene gasket, and integral 8" stainless steel hinged pressure relief
 - vi. 24" side manway w/ stainless steel hardware and neoprene gasket
 - vii. 8" vent pipe package w/ ground level dust bag, stainless steel hose clamps, appropriate structural supports, protective housing, and 3 spare dust bags
 3. The briner (brine maker) shall have a water level control package that meets the following:
 - i. Pressure transducer w/ 4-20mA output
 - ii. Controller, relays, and 4-20mA repeater
 - iii. Outdoor NEMA enclosure for controller
 - iv. 2" tank flange w/ interior screen
 - v. 2" by ¼" isolation assembly
 - vi. Installation kit, if necessary

4. The briner (brine maker) shall have a salt level indicator that meets the following:
 - i. Capable of reading the salt level by physical measurement (bob) or radio waves (sonar)
 - ii. Indicator shall provide a 4-20mA output
 - iii. If included, enclosures shall be outdoor NEMA rated
 - iv. Any installation kit or package necessary shall be provided
5. The briner (brine maker) shall have a freeze protection system that meets the following:
 - i. The system shall be designed for year round weather for outside installation in zip code 99212
 - ii. Heating coils can be 120v, 208v, or 480v, single phase or 3 phase
 - iii. Controller and enclosure shall be outdoor NEMA rated
 - iv. Vessel shall be insulated to above the water level and suitable for inclement weather
6. The briner (brine maker) shall be provided with:
 - i. Installation instructions
 - ii. Wet stamped seismic design calculations
 - iii. Anchor bolt design calculations
7. The briner (brine maker) shall be tested for defects and/or leaks before shipping. A report of this testing shall be delivered with the equipment.



Technology International, Inc.
 1331 South International Parkway, Suite 2251
 Lake Mary, FL 32746
 Tel: (407) 359-2373
 Fax: (407) 359-2372
 E-mail: tii@tii-usa.com
 Website: www.tii-usa.com

Equipment Proposal

Description: 35 Ton Briner Package Brine Maker

Solicitation ID: R0Q 000324

Agency: Cit of Spcane

TII Ref: TII/WA/0724/37795

Date: 07/01/2024

In response to our quote request for 35 Ton Briner Package Brine Maker Technology International Inc is pleased to submit the following for consideration

ITEM NO.	QTY	DESCRIPTION/ MODEL NO.
0	0	<p>One Brine-Tek™ Model C-DFV-10-9460 Closed Dome Top Vertical Side Wall Flat Bottom Chop Hoop Filament Wound RP tan</p> <p>Includes:</p> <ul style="list-style-type: none"> • Tan Tag T040 • Size 20" Nominal Inside Diameter 92" Straight Side 23" Approximate Overall Height • Capacity 940 Nominal US Gallons • Material Premium grade AOC 70 isophthalic polyester resin throughout the laminate • Interior PI Glass Lining required in the corrosion carrier • Interior 2" Polyurethane insulation with RP overwrap and White W40 gel coat exterior with inhibitor on the lower 72" section only • Catalyst Co/MOP catalyst system throughout the laminate • Cure No post cure required • Support Tank rests on fully supported flat bottom Tank is to be installed per TTI Handling Installation Instructions • Lugs Standard heavy T304 Stainless Steel lifting lugs 4 heavy T304 Stainless Steel hold down lugs <p>Design Information:</p>

- Design □ASTM D 3299□□□ Se□ere Ser□ice□Atmospheric Internal Pressure Onl□□□2 Specific Gra□it□Ma□□
- Seismic □ASC□ 7□□□ Seismic Design□Site Class□D□R□C□□□□SDS□0□3□□□SD□□0□□77
- Indoor / Outdoor □Outdoor
- Wind □□02 MPH
- Sno□ □50 PS□
- Temperature □70□□□
- Product □ Salt □rine Solution □40 tons usa□le dr□ salt storage□

Manway Information□

- 24" Diameter top manhole □ith 50 l□□□eighted Dou□le hinged co□er□complete □ith handle □ shipping □olt on□□
- 24" Diameter side manhole □ith co□er plate□complete □ith T□3□□ stainless steel □olts□ nuts□□ashers □ □una□□ gas□et□

Fitting information:

- □□□/4" □□□PT□□ull coupling□□Water □ill
- 2" Dou□le □anged no□□le □ith e□ternal conical gusset□□□rine Outlet
- 3" M□□PT□nipple□□□indicator □o □o
- □" □anged no□□le □ith conical gusset□□Salt □ill
- □" Goosene□□ent □ith P□C coupling□ru□□er □oot connector□P□C pipe□pol□ester dust □ag □ SS hose clamps□

Accessory Information:

- □2 □4" W□□4" H□□4" L□Hea□□Dut□□□Shaped □RP mounting □rac□ets□
- □□ □□rine Plenum Assem□□□complete □ith □RP plenum
- □2□plenum mount lugs□
- □□□Lot o□□□□Sch□40 P□C □rine pull o□□pipes and □□□2□□Sch□□0 P□C discharge pipe □anged □oth ends□□ith S□S□□olts□nuts□□ashers □ □una□□ gas□ets□
- □□ □Water Spra□ Ring Assem□□□complete □ith □□□/4" dia□pol□eth□lene pipe □pre□ drilled □□ □TT □ith 3/□□□dia□holes on □2□centers□□ith plugs and tee□
- □□4 □4" W□□2" H□□4" L□Light Dut□□□Shaped □RP mounting □rac□ets□
- □□ □T□o piece 4"IPS T□304 SS salt □ill pipe □ith □□0□radiused top □ith □□□anged end at tan□and 4"□anged end at do□n pipe plus do□n pipe □ith 4"□anged end and threaded end □ith camloc□□ dust cap at □ottom and 3/4"□PT nipple □ater in□ection port□complete □ith SS □olts□nuts□□ashers □ □una□□ gas□ets□
- □3 □□□" W□□ase □ □" W□Top □ □" H□□4" L□Trape□oid Shaped □RP mounting □rac□ets□complete □ith 4" S□S□pipe split hangers□
- □□ □Set o□Plastic □ange protectors□
- □□ □□rine□Te□Liquid Le□el control unit□
- □□ □□indicator GP 4 Digital Displa□□o□□o □ith stainless steel □eight□□Solids Indicator
- □□ □□RP ladder assem□□□complete □ith □3 □pair □RP ladder attachment □rac□ets□
- □□ □Set o□Washington P□ stamped design calculations□

Testing To Be Performed On The Tank(S):

- □isual inspection in con□ormance □ith ASTM C□5□2□Ta□le 5□

		2 □ Arcol Hardness per ASTM D 25 3 □ 3 □ Acetone Sensitivity per referenced tank design □ 4 □ 2 Hour Hydrostatic Leak Test at Atmospheric Pressure Only □
See attached data sheets		
<u>Total.....\$92,580.00</u>		

Exceptions & Clarifications:

- Anchor Bolt design calculations will not be provided. Anchor Bolts their design and embedment depth shall be per others.
- Design features and/or loads and fabrication methods for the proposed tank are outlined within the quote and other standards design loads and fabrication methods not outlined herein will not be provided.
- This proposal includes standard Welding Tank Technologies (TTT) QC Inspections and Documentation. All testing to be performed on the proposed tank is outlined above.
- Only the Manholes, fittings and Accessories outlined in the above quote shall be included. Any variation from these listed will result in a price change.

This proposal DOES NOT include any of the following unless specified:

- Unloading or Installation of equipment or any required permits.
- Hold down bolts / anchors.
- All fasteners and gaskets.
- Any electrical instrumentation interior piping piping hook up valves pumps etc.
- Testing such as Hydro Test Physical Testing A/T Test etc.
- Design calculations stamped or unstamped.

Warranty: Manufacturer's Standard warranty applies.

Delivery:

- Estimated delivery is **30 Weeks** after receipt of order and approved submittal.
- Please note, due to COVID-19 there may be unanticipated disruptions and delays in the supply chains globally, for parts, components, equipment and internal manufacturing services such as engineering, production allocation, and logistics. This may result in manufacturing & delivery delays out of our control. We will do our best to communicate all such impacts and reduce the effects of any such delays.
- All delivery dates quoted are subject to manufacturer's confirmation at time of order.
- Submittal data will be provided for approval after receipt of order application.
- Customer to provide equipment and personnel to unload.
- TII will provide MSO at time of payment confirmation. Customer is responsible for all titling and registration of trailer application.

Freight: Included to Spokane WA 99202

Quote Validity 0 days

Payment Terms T 30

Prompt Payment discount: 4 % 0 days

Technology International, Inc. Corporate data:

We are a small business and our Taxpayer Identification Number is 50342335. The above price quoted does not include an sales tax or similar taxes.

We trust that this proposal will meet your requirements and we look forward to hearing from you.

If you have any questions or need more information please contact us by phone at 407 359 2373 or fax at 407 359 2372 or email us at tii@tiiusa.com

Respectfully submitted



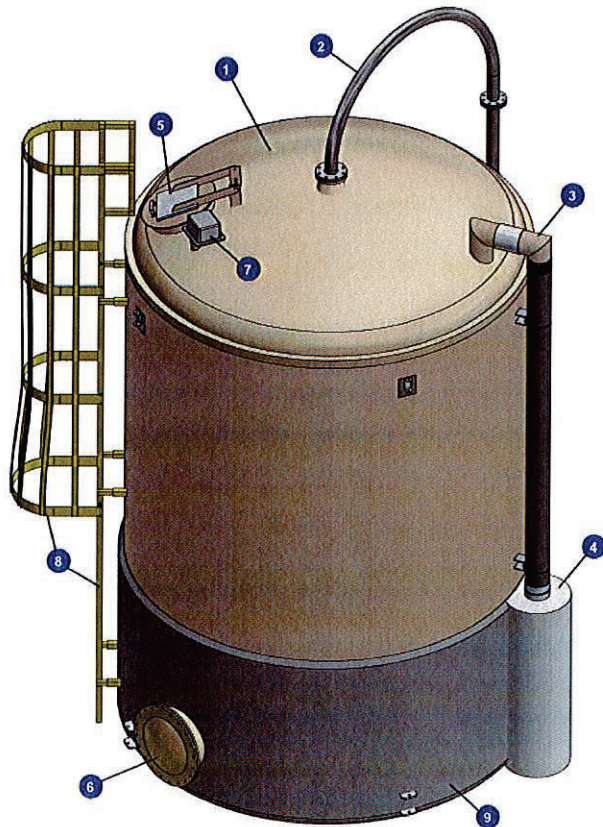
Rijat Habib

Business Development Exec
Technology International Inc

Downflow Brinemakers

BRINE-TEK™ Downflow Brinemakers utilize the proven design, reliability and industry exclusive **FULL 2 YEAR FACTORY WARRANTY** of **Belding Tank**, combined with a packaged component system to provide the end user with a turn-key solution to their brine making and storage needs.

Downflow Brinemaking ensures consistent saturation of brine. As the influent water rises, the higher density brine sinks. With rock and solar salts, sludge accumulates at the bottom of the tank for easy removal. This also permits the desalinization of sludge by backwash leaching.



Standard Features and Accessories:

- 1 - **Belding Tank BRINE-TEK™** FRP storage tank utilizing FDA approvable polyester resin construction to meet food grade sanitary applications.
- 2 - 4" I.D. 304 stainless steel salt fill pipe with camlock coupler and cap for pneumatic delivery truck hose connection.
- 3 - 8" I.D. FRP gooseneck vent with FRP/PVC vent duct assembly.
- 4 - Polyester dust collector bag mounted low for ease of servicing.
- 5 - 24" I.D. top access manway with hinged/weighted cover for emergency vent.
- 6 - 24" I.D. side access manway for cleaning and inspection.
- 7 - Optional automatic influent water level control based on brine demand.
- 8 - Optional Ladder/safety cage assembly for access to top manway.
- 9 - Optional Cool Weather Protection package including polyfoam insulation and 500 watt, 120 volt Heat Panels.

MODEL	BT-8-23	BT-9-33	BT-10-40	BT-11.5-53	BT-12-63	BT-12-75	BT-14-100
Diameter	96"	108"	120"	138"	144"	144"	168"
Straight Side	180"	180"	192"	192"	204"	240"	240"
Overall Height	196"	198"	212"	215"	228"	264"	268"
Max. Gross Wt., Lbs.	74,000	99,000	121,000	159,000	184,000	210,000	277,000
Useable Storage, Tons	23	33	40	53	63	75	100
Max. Delivery, Tons	15	19	25	35	40	55	74
Max. Brine Draw, GPM	20 / 12	25 / 15	33 / 20	45 / 27	50 / 30	50 / 30	66 / 40

Brine Draw is shown with Granulated Salt First followed by Rock or Solar Salt.



Handle
With
Care



BRINE-TEK™

Handling Installation

Instruction Manual

03002020

HANDLING & INSTALLATION INSTRUCTIONS

ABOVE GROUND STORAGE TANKS

The following handling and installation instructions are intended to help customers install tanks properly and efficiently.

Handling and installation instructions are only recommendations. They do not relieve the purchaser from all responsibility for proper inspection, handling and installation. Improper handling or installation which results in damage or tank failure is the sole responsibility of the purchaser. Failure of the customer to comply with the handling or installation instructions will void the tank warranty. In no circumstances or conditions are also the burden of the purchaser.

The presence of Belding Tank Technologies personnel or an authorized representative at the installation site does not relieve the purchaser of their responsibilities.

INSPECTION

At the time of delivery, the customer shall be responsible for inspecting the tank for damage during transit. Both the inside and the outside of the tank must be inspected. All manhole bolts should be removed to allow for proper inspection. For your convenience, we have installed a minimum number of bolts in the manholes. See Belding Tank Technologies Operation & Maintenance Instructions for proper sequence and torque settings for manhole bolting.

If damage has occurred it should be noted on the delivery receipt prior to signing acceptance. Whether it be a Belding Tank Technologies truck or common carrier. In the case of a common carrier, claim should be immediately filed with the customer with the delivering carrier. Delivery is made on a Belding Tank Technologies truck, the factor should be immediately contacted prior to unloading or acceptance. The customer accepts all future responsibility for a damaged tank if the procedures set forth are not followed.

Minor damage can be repaired at the delivery site.

INHERENT CHARACTERISTICS

In the manufacturing process, resin / gel coat may adhere to the steel lugs. This interface between steel and resin / gel coat does not bond, which allows for separation between the two dissimilar materials. This separation is cosmetic in nature. O.L. and in no way affects the structural integrity or operation of the tank.

For minor cracks in the insulation case, an exterior expandable caulking may be used.

None of the inherent characteristics are considered damage.

HANDLING & INSTALLATION INSTRUCTIONS

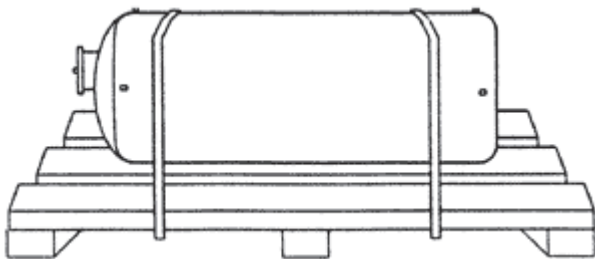
GENERAL

LDI G TA TECHNOLOGI S tanks are designed to withstand normal handling. Arrangements should be made to have responsible experienced personnel to unload the tank and/or equipment. Note the following handling precautions:

1. NEVER unsecure a loaded tank from the trailer until the rigging is properly secured for unloading.
2. NEVER roll or slide a tank. Lift the tank using a crane or other approved method.
3. Tank must always be lifted empty.
4. Operators of hoist equipment should always follow proper rigging procedures. NEVER allow tank to swing out of control.
5. Do not drop or allow hard impact from tools, spreader bars, etc.
6. Avoid the use of equipment inside the tank that could scratch or damage the inner corrosion barrier. Ladder ends should be padded. Worker entering a tank should take proper precautions to ensure they are not tracking debris inside the tank.
7. NEVER use cables or chains around tank.
8. NEVER lift a tank using fittings or accessories. Use designated lifting lugs.
9. If tanks are being stored prior to installation, be sure to lay on padded surface and tie down secure.

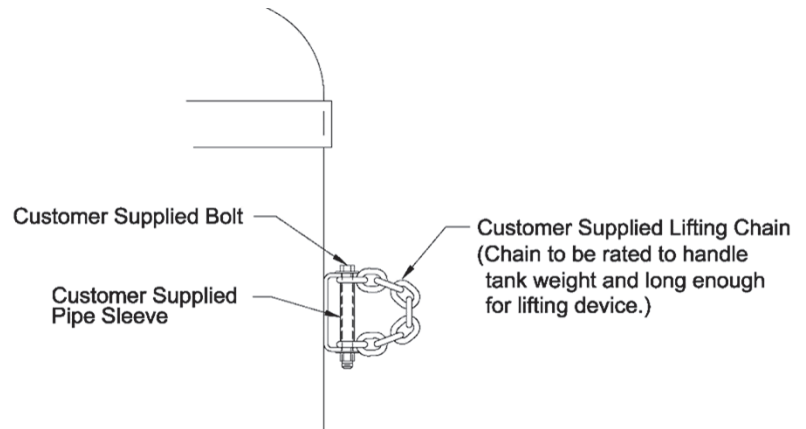
HANDLING SKIDDED TANKS

Small tanks shipped on common carrier are palletized to facilitate handling. Do not pull on the bottom of the skid. DO NOT PULL ON THE TANK.



LIFTING / HANDLING LUGS

The lugs are designed for equal load on both ear tabs of the lug. LDI G TA TECHNOLOGI S recommends using a pipe spacer between the ear tabs to achieve equal load and lifting chain to allow the tank to easily rotate from horizontal to vertical.

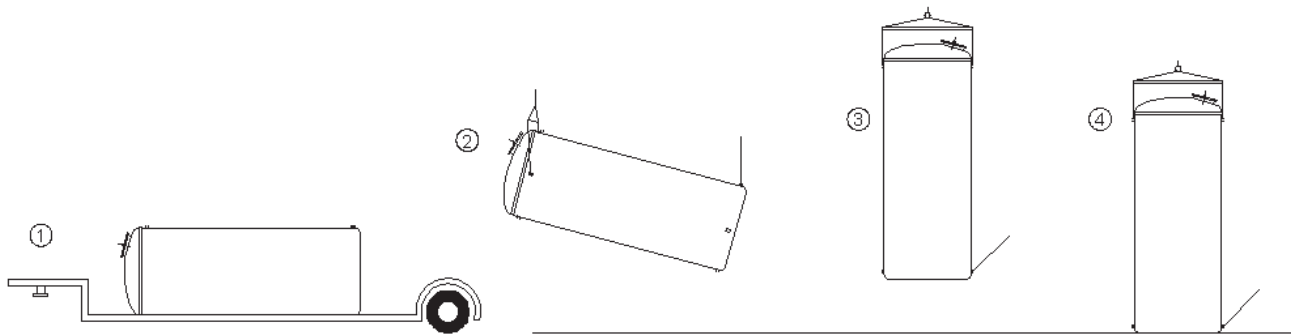


HANDLING & INSTALLATION INSTRUCTIONS

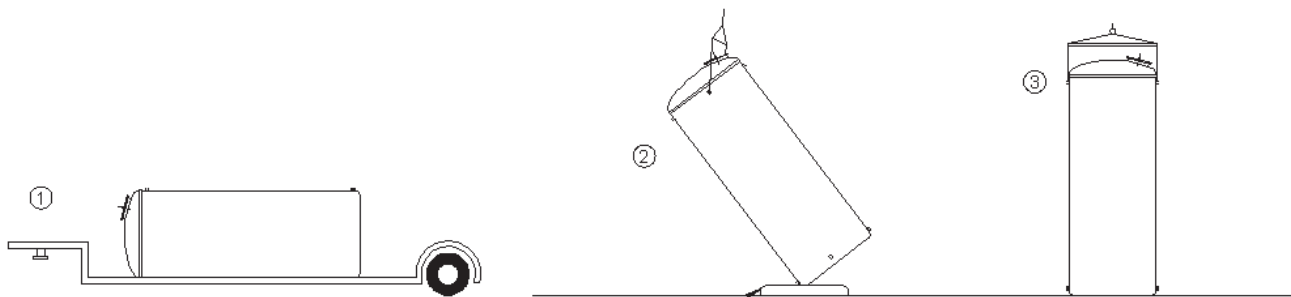
FLAT OR SLOPED BOTTOM TANKS

Larger tanks shipped on LDI or TAG Technology trailers require a spreader bar and tail hook lines attached to the appropriate lifting lugs to unload tanks. Use a guide line to keep the load under control.

Use a spreader bar and lines attached to appropriate lifting lugs to hoist the tank to an upright position and place the tank on its foundation. Control the tank with guide lines to ensure the tank is gently set on its base.



Recommended Method



Alternative Method

CAUTION: When a tail hook is unavailable and the tank rests on a pivot point, proper care should be taken to protect the pivot point by means of excessive padding.

HANDLING & INSTALLATION INSTRUCTIONS

TANK BOTTOM SUPPORT PAD

LDI®G TANK flat bottom and slope bottom tanks require continuous bottom support. The most common support pad is a concrete slab. However, any other support structure with sufficient strength to support the combined weight of the tank and its contents without deflection plus a reasonable factor of safety is acceptable. Design or bearing strength of support pad is the responsibility of the purchaser. The support pad must exceed tank diameter 12" minimum and be flat within 1/8"/ft.

INSTALLATION NOTE: Support pad must be clean and free of all foreign objects prior to setting the tank in place.

TANK BOTTOM BUFFER PAD

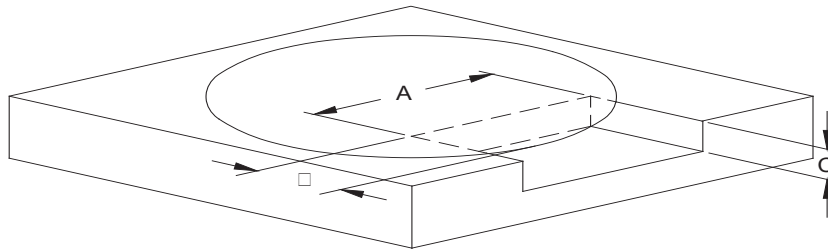
Liquid grout such as concrete, epoxy, etc. MUST NOT be used under standard flat bottoms. LDI®G TANK recommends a buffer pad between the tank support and tank bottom. Use an elastomer or a minimum of two layers of 30 pound roofing felt. When applying the roofing felt, be sure there are no overlaps or wrinkles causing ridges under the bottom. It is the responsibility of the purchaser to see that tanks are properly installed. An deviation from the above outlined procedure must be approved by LDI®G TANK TECHNOLOGIES or it will void our warrant.

HANDLING & INSTALLATION INSTRUCTIONS

SIDE BOTTOM FLANGE PAD CUT OUT:

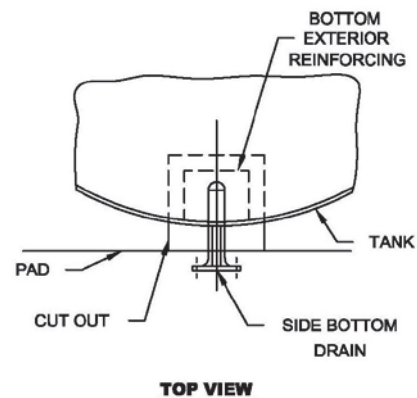
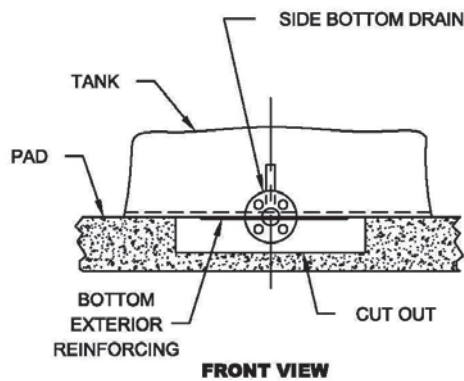
CAUTION When installing an **LDI G TECHNOLOGIES** tank with a side bottom flange our pad cut out dimensions must conform to the specifications as detailed below. An deviation without the written consent of **LDI G TECHNOLOGIES** may cause serious damage and void warranty.

Consult the factory if you have any questions 800-253-4252



Drain Size	A	B *	B **	B ***	C
2"	12	8	9	10-1/2	4-1/4
3"	12	8	9	10-1/2	4-3/4
4"	12	8	9	10-1/2	5-3/4
6"	14	8	9	10-1/2	6-3/4
8"	18	8	9	10-1/2	8
10"	22	8	9	10-1/2	9-1/4
12"	26	8	9	10-1/2	10-3/4

* Tank Diameter < 120" ** Tank Diameter 120" to 144" *** Tank Diameter > 144"



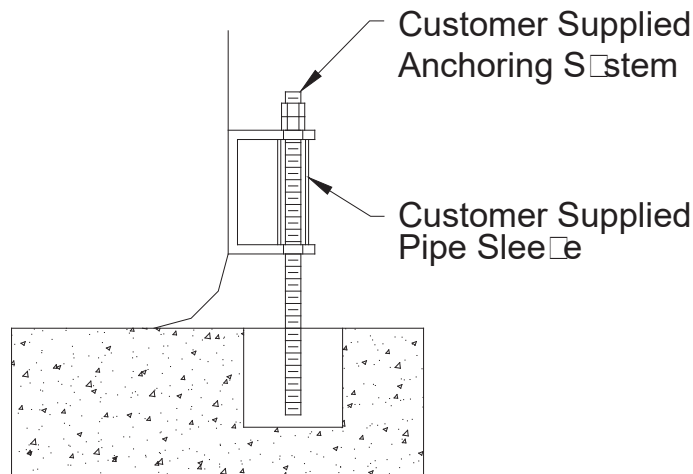
*The bottom exterior reinforcing **MUST BE** within the pad cut out.*

HANDLING & INSTALLATION INSTRUCTIONS

HOLD DOWN LUGS - Standard

The required hold down lugs are supplied as standard equipment on all Belding Tank Technologies TANKOLOGIS tanks. Anchor bolts and hold down hardware are supplied by the customer.

Preferred Method of Anchor Installation:



Expansion anchor or resin capsule anchor.

Belding Tank recommends the use of two nuts on the top of the lug. When the tank is **EMPTY**, hand tighten the first nut onto the top of the lug. Hand tighten the second “JAM” top nut onto the bottom nut. Then, using two wrenches lock the bottom nut onto the top nut. Do not adjust after the tank is filled.

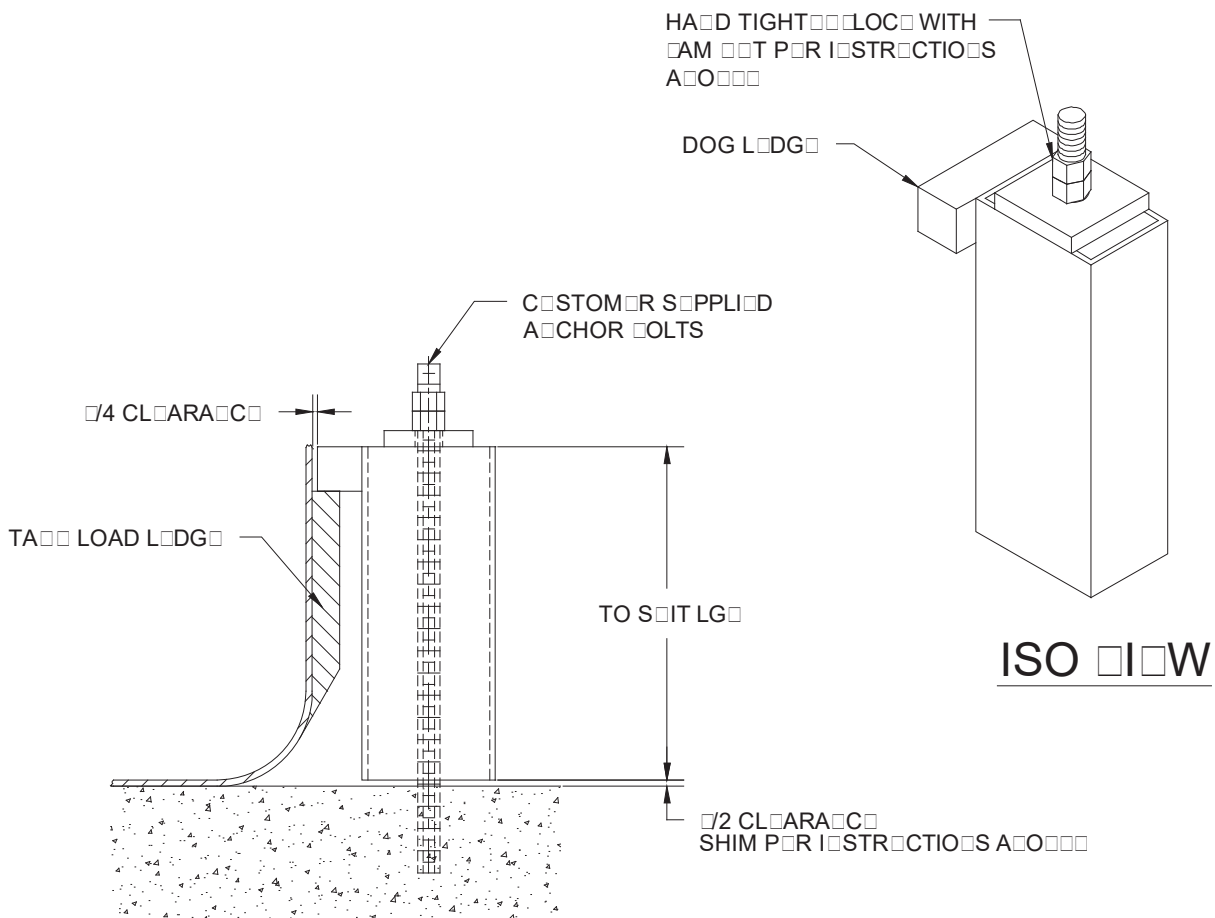
Do not over tighten hold down lugs.

INSTALLATION NOTE: Do not locate or pre-set anchor holes/bolts in the tank pad before receipt of tank. Belding Tank will not be responsible for pre-set anchor holes/bolts.

HANDLING & INSTALLATION INSTRUCTIONS

HOLD DOWN LUGS – Anchor “DOG” / Load Ledge

- 1 Position & set Anchors See Tank Drawing for position
- 2 Minimum height of anchors above tank case height of DOG top plate height of 2 nuts minimum
- 3 Position anchor DOGS over anchor bolts locate dog ledge on a a from side all and on top of load ledge level DOGS shim if needed
- 4 When tank is empty fill anchor DOGS with non-shrink grout
- 5 Put cover plate over anchor DOGS and hand tighten bottom nut
- 6 Hand tighten second AM top nut onto the bottom nut
- 7 Lock bottom nut onto the top nut Do not adjust after tank is filled



HANDLING & INSTALLATION INSTRUCTIONS

FITTING CONNECTIONS

Glass tanks will move due to hydrostatic pressure and temperature fluctuations because of this movement. Belding Tank Technologies recommends the use of flexible pipe connections. The flexible connection should be attached to the tank fitting. Rigid piping is used and results in damage to the tank and/or fitting. Our warrant will be void.

CAUTION: METALLIC FITTINGS MUST NOT BE USED ON FRP LIPPLS OR COPLINGS.

LIDIG TA recommends that you do NOT use raised face flanges. Raised face flanges must be used with a flange spacer. MUST BE USED when bolting FRP flanges to raised face flanges. Use only full face gaskets. Do NOT over torque the flange bolts.

WATER FILL TESTING

LIDIG TA recommends that each tank be water filled, hydro tested for a minimum 2 hour period at atmospheric pressure after the tank is installed and prior to use.

TANKS FOR FOOD APPLICATION

See RIOT Operation & Maintenance Instructions for tanks requiring FDA approval.

SAFETY PRECAUTIONS WHEN WORKING INSIDE OF TANK

- 1 Top manhole MUST BE OPEN for proper ventilation.
- 2 Tank entry should be made only through the side manhole.
- 3 Proper confined space entry procedures should be followed. A safety watch person should always be present outside the tank with no other duties than to observe/rescue. In addition, one other person is required to be within hearing distance to assist in a rescue if required.
- 4 Mechanical ventilation should be provided when working within the tank.

HANDLING & INSTALLATION INSTRUCTIONS

LIQUID LEVEL CONTROLLER: (When Supplied)

LDI™ TACH™ Liquid Level Controller is designed to provide a relative constant liquid level in a Rinemaker. This is accomplished by installing a normally closed pressure switch on the water inlet line. This senses a decreasing water level which will close the pressure switch contacts and start the auto reset timer. The timer opens the water solenoid valve and replaces water for a preset time period. At the end of the time cycle the water valve closes and the timer resets and waits for the next signal from the pressure switch to add more water.

Installation of the liquid level controller should follow the guidelines set forth in the Rinemaker Liquid Level Controller Installation Instructions. We indicate a piping bypass around the solenoid and pressure switch to provide a method of manual adding water.

When you are ready to add water for the first time it should be done with the manual bypass. Run water into the tank until you reach an overall height between 7 and 8 feet. Adjust the pressure switch so the contacts just open at this water level.

SOLID (SALT) LEVEL INDICATOR: (When Supplied)

LDI™ TACH™ Solids Indicator is a GP4 indicator. The Rinemaker comes complete with a 3/8" PT nipple located on the dome top head for mounting the indicator. For complete installation instructions see Indicator GP4 Installation Operation & Maintenance Manual.

HANDLING & INSTALLATION INSTRUCTIONS

INTERNAL COMPONENTS INSTALLATION

1. Install the 22" plenum in the tank through the 24" diameter side manhole. The plenum should be positioned in the center with the two flanged tanks positioned under the two ORP plenum brackets on the tank bottom. This will give an approximate position with sufficient clearance for final adjustment.
2. Using the stainless steel bolts/nuts and washers provided, install the 2" PVC brine discharge pipe between the brine plenum and the flanged connection on the tank interior. Allow the PVC pipe flanges to determine the final position of the brine plenum. The plenum may need to move in/out or be turned slightly to allow for proper alignment of the flanges on top of the plenum and the inside tank wall.
3. Install the six slotted PVC pipe sections evenly into the six holes in the sides of the brine plenum. Position the pipes with the slots on the sides and directed toward the tank bottom and put the caps on the outside of each end. To prevent the pipes from moving or rolling, use a few pieces of gravel. A gravel bed is being used or run a lead or food grade caulk along both sides of the slotted pipes at the outer end for a cut six inches.
4. Inspect the water inlet sprayer piping to ensure that all holes are aligned horizontally with the tank bottom and that no holes are located on support brackets. Also inspect for any damage that may have occurred during transit.
5. Replace the side manhole cover and follow the Manhole Bolting Sequence and torque requirements found in the Bolting Operation and Maintenance section.
6. The 4" stainless steel fill pipe should be positioned through the top center flanged nozzle. Secure the adjustable pipe hangers supplied to the ORP brackets on the exterior tank side wall. Adjust to ensure proper alignment so there is no stress on the top flange nozzle.
7. Connect the PVC coupling with vent pipe extension to the ORP tank connection. Using two hose clamps connect the rubber boot to the PVC vent pipe extension and vent down pipe. The vent down pipe is held in place by clamping it to the ORP mounting lugs on the tank exterior side wall. A clamp and polycarbonate dust bag are provided for use during unloading to control excessive salt dusting.
8. When all connections are complete and prior to installing the gravel support bed that is required when using granulated grades of salt, the tank should be filled with water. The water should be held for a minimum of 2 hours and then checked carefully for any leaks. If a leak is detected, contact LDI G TANK TECHNOLOGIES.
9. Drain the water and install the gravel as required using 7" coarse filter gravel 2" / 4" on the bottom and 5" fine filter gravel 1/4" / 3/8" on the top. This should be done carefully to keep the PVC slotted pipe in proper position.
10. The tank should be refilled with 7" water through the water inlet piping and the pressure switch of the RIOT Liquid Level control unit should be adjusted at this time. See the RIOT Liquid Level instructions later in this manual. Visual inspection through the top manhole is recommended to ensure the water sprayer is operating correctly.

A GRAVEL BED IS REQUIRED FOR GRANULATED SALT ONLY.

HANDLING & INSTALLATION INSTRUCTIONS

GRADED FILTER GRAVEL

Filter gravel beds are required in **RI** **Drine Meters** when granulated salt is being used. Stream washed gravel should be used. **DO NOT** use crushed rock Gravel packed in 100 lbs bags that equal a cubic foot.

8 foot diameter tanks require:

30 bags of 2 1/4 on the bottom and 22 bags of 4 1/4 on top of that.

9 foot diameter tanks require:

30 bags of 2 1/4 on the bottom and 27 bags of 4 1/4 on top of that.

10 foot diameter tanks require:

45 bags of 2 1/4 on the bottom and 35 bags of 4 1/4 on top of that.

11.5 foot diameter tanks require:

50 bags of 2 1/4 on the bottom and 44 bags of 4 1/4 on top of that.

12 foot diameter tanks require:

57 bags of 2 1/4 on the bottom and 49 bags of 4 1/4 on top of that.

14 foot diameter tanks require:

70 bags of 2 1/4 on the bottom and 60 bags of 4 1/4 on top of that.

KNOWN SUPPLIERS OF GRAVEL

LEWIS INDUSTRIAL SERVICES 603 577 323
Mountaintop PA Danville CA

ORTHOOR FILTER MEDIA 532 327
Muscatine IA

RED LIT 603 239 39
Sau Claire WI

***A simple web search can be done for
“Filter Gravel Suppliers” to locate a
supplier close to you.***

PROJECT NOTES

- TANK DESIGNED FOR MAKING OF SALT BRINE AT AMBIENT TEMPERATURE.
- TOP MANHOLE COVER TO BE 50# WEIGHT TO RELEASE AT .1 PSIG.
- TRANSLUCENT EXTERIOR RESIN COAT WITH U.V. INHIBITOR REQUIRED.
- GRAY (AH-476) EXTERIOR GEL COAT WITH U.V. INHIBITOR REQUIRED ON INSULATION.
- (1) SET OF PLASTIC FLANGE PROTECTORS REQUIRED FOR SHIPPING.
- REQUIRED TESTING ON TANK:
 - VISUAL INSPECTION IN CONFORMANCE WITH ASTM C-582, TABLE 5.
 - BARCOL HARDNESS PER ASTM D-2583.
 - ACETONE SENSITIVITY PER REFERENCED TANK DESIGN.

OWNER
P.O. No.
EQUIP. No. BT-10-40
SERVICE SALT BRINE SOLUTION
40 TONS USABLE DRY SALT STORAGE

DESIGN DATA

DESIGN STANDARD	ASTM D-3299-18
MAX. PRESSURE	ATMOSPHERIC
VACUUM	NONE
UPLIFT PRESSURE	NONE
MAX. TEMP. (F)	AMBIENT
SPECIFIC GRAVITY	1.2 MAX.
SEISMIC CODE	ASCE 7-16 (SITE CLASS = D)
SEISMIC DESIGN	RISK CATEGORY = II SDS=0.000, SD1=0.000
WIND LOAD	0 MPH
SNOW LOAD	0 PSF
APPROX. EMPTY WEIGHT (LBS)	0
NOM. CAPACITY (GALS)	9,463
CORROSION BARRIER CATALYST	Co/MEKP
CORROSION BARRIER RESIN	ISOPHTHALIC POLYESTER
CORROSION BARRIER VEIL	SINGLE GLASS
STRUCTURAL CATALYST	Co/MEKP
STRUCTURAL RESIN	ISOPHTHALIC POLYESTER
INSULATION (TH.)	2"
INSULATION CASE RESIN	ISOPHTHALIC POLYESTER
EXTERIOR VEIL	NONE
COLOR	NATURAL/GRAY (AH476)

LAMINATE CHART

LAMINATE SEQUENCE	THICKNESS
V = 1 LAYER VEIL	.010"
M = 1 1/2 OZ/FT SQ. CHOPPED STRAND	.043"
FM = FABMAT 1524	.076"
R = 24 OZ/YD. SQ. WOVEN ROVING	.033"
CP = CHOPPED STRAND ROVING	.034"
HW = FILAMENT WINDING	.028"
CH = CHOP-HOOP WINDING	.017"
SW = STRAIGHT WIND	.022"
U = 15 1/2 OZ/FTD. SQ. UNIDIRECTIONAL	
DOME TOP: 323" NOM. TH.	
V CP(.100) CP(.050) R CP(.130)	
DOME TOP JOINT: 311" NOM. TH.	
INTERIOR: 3M V EXTERIOR: 4M	
SIDEWALL: 252" NOM. TH.	
V CP(.100) 4CH CP(.030)	
FLAT BOTTOM: 260" NOM. TH.	
V CP(.100) CP(.050) R CP(.067)	
KNICKLE THICKNESS: 512" NOM. TH.	
FLAT BOTTOM + 2(R CP(.093))	
HOLD DOWN LUG WALL THICKNESS: 448" NOM. TH.	
CP(.191) + SIDEWALL	

GENERAL NOTES

- ALL INFORMATION SHOWN HEREON IS COPY RIGHT PROTECTED. REPRODUCTION OF ANY PORTION OF THE DRAWINGS IS A VIOLATION OF COPYRIGHT LAWS.
- ANY DEVIATION FROM, ADDITION TO, SUBSTITUTION FOR, OR MODIFICATIONS TO THE INFORMATION SHOWN ON THESE DRAWINGS SHALL BE SUBMITTED TO THE FABRICATOR'S ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO BEGINNING ANY CHANGE OR SUBSTITUTION.
- THE DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED DESIGN. RESPONSIBILITY FOR THE MEANS AND METHODS OF COMPLETING THE INSTALLATION IS BY OTHERS.
- ALL DIMENSIONS ARE IN INCHES.
- ALL FLANGE BOLT HOLES TO STRADDLE RADIAL CENTERLINES.
- THE DRAWINGS ARE NOT TO BE SCALED FOR DETERMINATION OF QUANTITIES, LENGTHS, OR FIT OF MATERIALS.
- PLEASE READ BELDING TANK TECHNOLOGIES HANDLING INSTRUCTIONS CAREFULLY. FAILURE TO COMPLY WITH INSTRUCTIONS MAY DAMAGE TANK & VOID WARRANTY. PRIOR TO INITIATING INSTALLATION, VERIFICATION OF ALL EXISTING CONDITIONS AND FIELD REQUIREMENTS IS BY OTHERS.
- ASSURANCE THAT ALL WORK IS COMPLETED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, OSHA, STATE AND LOCAL BUILDING CODES AND ORDINANCES IS BY OTHERS. IN THE EVENT OF A DISCREPANCY BETWEEN THE CODES, THE MORE STRINGENT SHOULD BE FOLLOWED.
- PROVIDE ALL MEASURES NECESSARY FOR THE PROTECTION OF THE WORKERS AND OTHER PERSONS DURING INSTALLATION.
- THE FOUNDATION DESIGN AND CONSTRUCTION SHALL BE THE RESPONSIBILITY OF OTHERS. BELDING TANK AND ITS ASSIGNS SHALL NOT BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND ADEQUACY OF THE FOUNDATION. THE OWNER SHALL INDEMNIFY AND HOLD HARMLESS BELDING TANK AND ITS ASSIGNS FOR ANY ACTION ARISING FROM OR ALLEGING TO ARISE FROM THE DESIGN AND/OR CONSTRUCTION OF THE FOUNDATION.
- DO NOT LOCATE ANCHOR BOLTS IN THE TANK PAD BEFORE RECEIPT OF TANK. BELDING TANK TECHNOLOGIES WILL NOT BE RESPONSIBLE FOR PRE-SET ANCHOR BOLTS. (SEE HANDLING & INSTALLATION INSTRUCTIONS).
- TANK HOLD DOWN LUGS, FLOOR PLATES, OR SADDLES MUST BE SECURELY FASTENED TO FOUNDATION. BELDING TANK TECHNOLOGIES IS NOT RESPONSIBLE FOR HOLD DOWN ANCHOR DESIGN.
- FLAT AND SLOPE BOTTOM VESSELS TO BE COMPLETELY SUPPORTED BY FOUNDATION. (PER HANDLING & INSTALLATION INSTRUCTIONS)
- ATMOSPHERIC TANKS MUST BE VENTED DIRECTLY TO ATMOSPHERE. VENT SHOULD NOT BE ROUTED TO OR THROUGH CONSERVATION VENTS, PRESSURE RELIEF VENTS, SCRUBBERS, OR ANY KIND OF VENT RESTRICTION. FAILURE TO FOLLOW THIS GUIDELINE COULD RESULT IN DAMAGE TO THE TANK. IF VENT SCREENS ARE PRESENT THEY SHOULD BE KEPT CLEAN.
- IF TANK IS TO BE AIR LOADED, FOLLOW GUIDELINES SET FORTH IN BELDING TANK TECHNOLOGIES OPERATION & MAINTENANCE INSTRUCTIONS.
- ALL PIPING, VALVES AND INSTRUMENTS ATTACHED TO VESSEL FLANGES OR FITTINGS NEED TO BE INDEPENDENTLY SUPPORTED. USE FLEXIBLE CONNECTIONS WHERE POSSIBLE.
- FLANGE CAUTION: A FLANGE SPACER MUST BE USED WHEN BOLTING ALL F.R.P. FLANGES TO RAISED FACE FLANGES. USE ONLY FULL FACE GASKETS. DO NOT OVER TORQUE FLANGE BOLTS. (PER HANDLING & INSTALLATION INSTRUCTIONS)
- ALL BOLTS, GASKET AND ANCHOR BOLTS BY OTHERS UNLESS OTHERWISE NOTED.
- RESIN COAT ALL CUT EDGES INCLUDING BOLT HOLES.
- DUE TO INTERIOR SECONDARY BONDING OF DRAIN FITTING, DISHED & SLOPE BOTTOM F.R.P. TANKS WILL NOT PROVIDE 100% COMPLETE DRAINAGE.
- BELDING TANK RECOMMENDS THAT EACH TANK BE WATER FILLED (HYDRO TESTED) FOR 2 HOUR PERIOD AFTER THE TANK IS INSTALLED AND PRIOR TO USE.



VIEW AT 135°

VIEW AT 45°

VIEW AT 315°

VIEW AT 225°

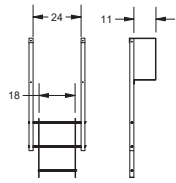


GENERAL ARRANGEMENT

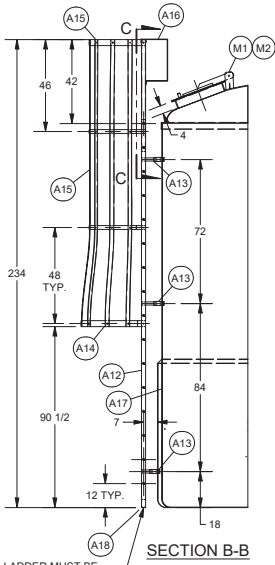
120" DIA. x 192" S.S. x 212" HIGH F.R.P. TANK

DATE: 12/12/2019	ORDER No.:	DRAWN BY:
SCALE: NONE	MODEL No.: (1) C-DFV-10-9463	CHECKED BY:
CUSTOMER:		
REP:	DWG. No.: D-	SHEET NO.: 1 OF 5

APPROXIMATE TANK I.D.
 TOP SIDEWALL I.D.: 122 7/16"
 BOTTOM SIDEWALL I.D.: 118 7/16"

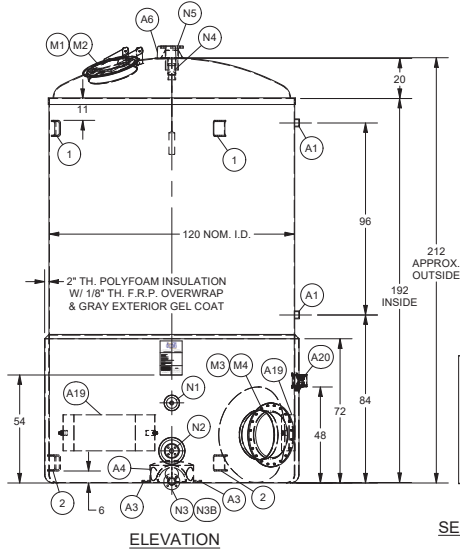


SECTION C-C



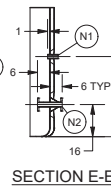
SECTION B-B

LADDER MUST BE FULLY SUPPORTED BY CUSTOMERS PAD

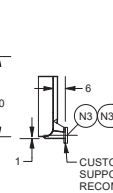


ELEVATION

SECTION D-D



SECTION E-E



SECTION F-F

CUSTOMER TO NOTCH SUPPORT PAD (FOR PAD CUT OUT RECOMMENDATION SEE H&I INSTRUCTIONS PAGE 6.)

ITEM	QTY	DESCRIPTION	MATERIAL
A20	1	NEMA 4X CONTROL BOX	F.R.P.
A19	3	500 WATT, 120 VOLT HEAT PANELS	STD.
A18	2	1/4" TH. x 4" ANGLE LADDER CLIP	C.S. PRIMED
A17	1	LADDER TAG	F.R.P.
A16	1	LADDER WALK THRU	C.S. PRIMED

ACCESSORIES

NOT SHOWN-----

ITEM	QTY	DESCRIPTION	MATERIAL
A15	2	STANDARD CAGE ASSEMBLY	C.S. PRIMED
A14	1	FLARE CAGE ASSEMBLY	C.S. PRIMED
A13	6	LADDER MOUNT BRACKETS	F.R.P.
A12	1	234" LG. LADDER ASSEMBLY	C.S. PRIMED
A11	1	BRINE-TEK LIQUID LEVEL CONTROL UNIT	STD.
A10	1	VENT PIPE ASSEMBLY	STD.
A9	1	SALT FILL ASSEMBLY	304 S.S.
A8	1	BRINE OUTLET ASSEMBLY	STD.
A7	1	WATER DISTRIBUTION ASSEMBLY	STD.
A6	1	BINDICATOR GP 4 DIGITAL DISPLAY YO-YO	STD.
A5	3	1/2" TH. x TO SUIT W. x 4" H. x 4" STAND-OFF PIPE SUPPORT BRACKETS W/ ADJUSTABLE PIPE HANGERS	F.R.P. / S.S.
A4	1	BRINE PLENUM	F.R.P.
A3	2	PLENUM BRACKETS	F.R.P.
A2	14	3/8" TH. x 4" W. x 4" H. x 2" DP. BRACKET	F.R.P.
A1	2	3/8" TH. x 4" W. x 4" H. x 4" DP. BRACKET	F.R.P.

ACCESSORIES

ITEM	QTY	DESCRIPTION	MATERIAL
N6	1	8" IPS GOOSENECK VENT W/ PVC COUPLING	F.R.P.
N5	1	6" 150# FLANGED NOZZLE W/ CONICAL GUSSET	F.R.P.
N4	1	3" N.P.T. NIPPLE x 8" LG.	F.R.P.
N3B	1	3" 150# BLIND FLANGE W/ S.S. BOLTS & BUNA-N GASKET	F.R.P.
N3	1	3" 150# SIDE-BOTTOM FLANGED NOZZLE W/ (1) PLATE GUSSET	F.R.P.
N2	1	2" 150# DOUBLE FLANGED NOZZLE W/ EXTERNAL CONICAL GUSSET	F.R.P.
N1	1	1 1/4" N.P.T. FULL COUPLING	F.R.P.

NOZZLES

ITEM	QTY	DESCRIPTION	MATERIAL
M4	1	32" DIA. COVER PLATE W/ S.S. BOLTS & BUNA-N GASKET	F.R.P.
M3	1	24" DIA. SIDE MANHOLE	F.R.P.
M2	1	28" DIA. LOOSE HINGED COVER W/ F.R.P. HANDLE & SHIPPING BOLTS ONLY	F.R.P.
M1	1	24" DIA. TOP MANHOLE	F.R.P.

SEE NOTE #2-----

MANHOLES

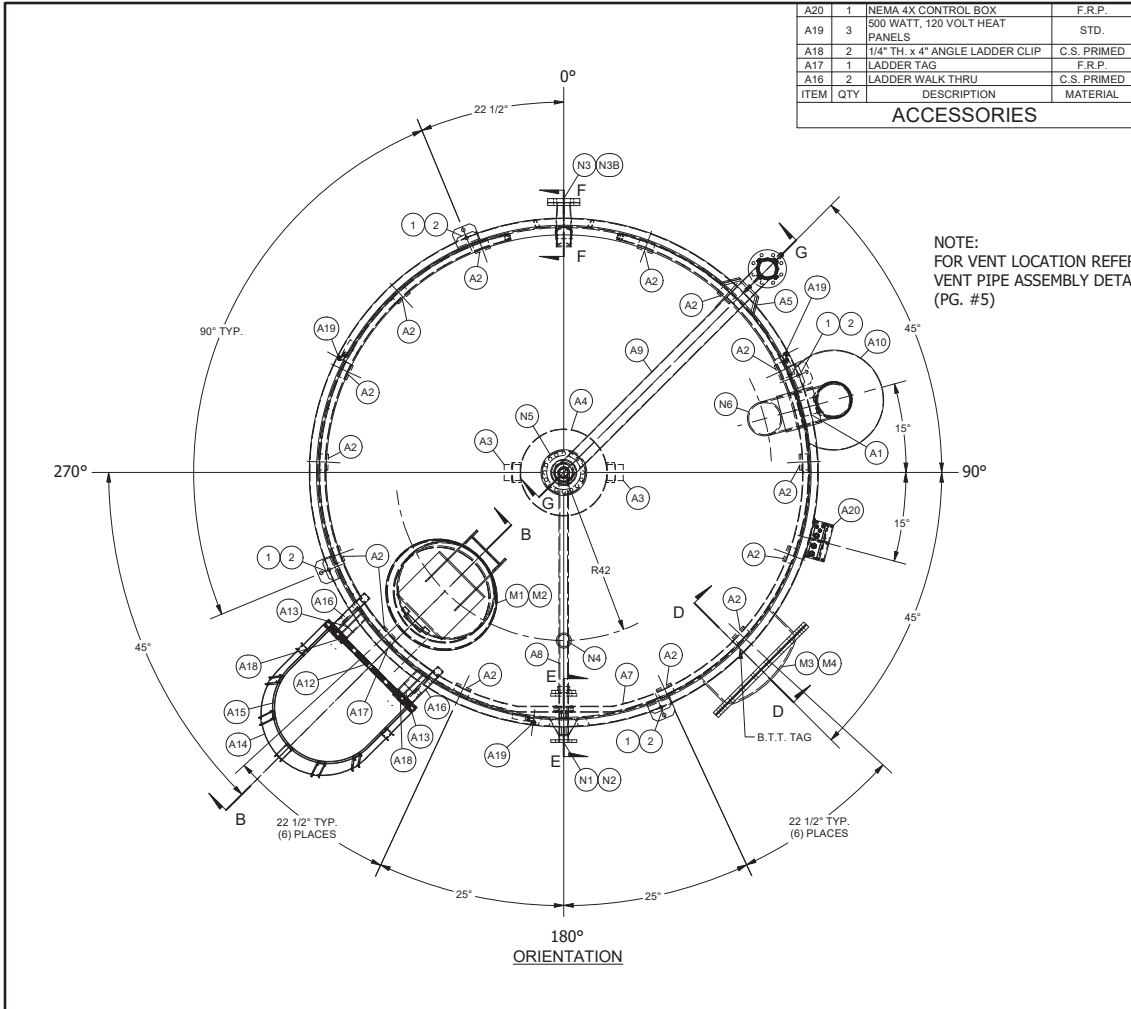
ITEM	QTY	DESCRIPTION	MATERIAL
2	4	HOLD DOWN LUGS No. 8	C.S. POWDER COATED
1	4	LIFTING LUGS No. 7	C.S. POWDER COATED

TANK COMPONENTS



ELEVATION & SECTIONS PAGE

120" DIA. x 192" S.S. x 212" HIGH F.R.P. TANK		
DATE: 12/12/2019	ORDER No.	DRAWN BY:
SCALE: NONE	MODEL No. (1) C-DFV-10-9483	CHECKED BY:
CUSTOMER:		
REP:	DWG. No. D-	SHEET NO. 2 OF 5



ITEM	QTY	DESCRIPTION	MATERIAL
A20	1	NEMA 4X CONTROL BOX	F.R.P.
A19	3	500 WATT, 120 VOLT HEAT PANELS	STD.
A18	2	1/4" TH. x 4" ANGLE LADDER CLIP	C.S. PRIMED
A17	1	LADDER TAG	F.R.P.
A16	2	LADDER WALK THRU	C.S. PRIMED

ACCESSORIES

NOTE:
FOR VENT LOCATION REFER TO
VENT PIPE ASSEMBLY DETAIL
(PG. #5)

ITEM	QTY	DESCRIPTION	MATERIAL
A15	2	STANDARD CAGE ASSEMBLY	C.S. PRIMED
A14	1	FLARE CAGE ASSEMBLY	C.S. PRIMED
A13	6	LADDER MOUNT BRACKETS	F.R.P.
A12	1	234" LG. LADDER ASSEMBLY	C.S. PRIMED
A11	1	BRINE-TEK LIQUID LEVEL CONTROL UNIT	STD.
A10	1	VENT PIPE ASSEMBLY	STD.
A9	1	SALT FILL ASSEMBLY	304 S.S.
A8	1	BRINE OUTLET ASSEMBLY	STD.
A7	1	WATER DISTRIBUTION ASSEMBLY	STD.
A6	1	BINDICATOR GP 4 DIGITAL DISPLAY YO-YO	STD.
A5	3	1/2" TH. x TO SUIT W. x 4" H. x 4" STAND-OFF PIPE SUPPORT BRACKETS W/ ADJUSTABLE PIPE HANGERS	F.R.P. / S.S.
A4	1	BRINE PLENUM	F.R.P.
A3	2	PLENUM BRACKETS	F.R.P.
A2	14	3/8" TH. x 4" W. x 4" H. x 2" DP. BRACKET	F.R.P.
A1	2	3/8" TH. x 4" W. x 4" H. x 4" DP. BRACKET	F.R.P.

ACCESSORIES

VENT-----	N6	1	8" IPS GOOSENECK VENT W/ PVC COUPLING	F.R.P.
SALT FILL-----	N5	1	6" 150# FLANGED NOZZLE W/ CONICAL GUSSET	F.R.P.
BINDICATOR YO-YO-----	N4	1	3" N.P.T. NIPPLE x 8" LG.	F.R.P.
DRAIN-----	N3B	1	3" 150# BLIND FLANGE W/ S.S. BOLTS & BUNA-N GASKET	F.R.P.
BRINE OUTLET-----	N3	1	3" 150# SIDE-BOTTOM FLANGED NOZZLE W/ (1) PLATE GUSSET	F.R.P.
WATER FILL-----	N2	1	2" 150# DOUBLE FLANGED NOZZLE W/ EXTERNAL CONICAL GUSSET	F.R.P.
SEE NOTE #2-----	N1	1	1 1/4" N.P.T. FULL COUPLING	F.R.P.


NOZZLES

M4	1	32" DIA. COVER PLATE W/ S.S. BOLTS & BUNA-N GASKET	F.R.P.
M3	1	24" DIA. SIDE MANHOLE	F.R.P.
M2	1	28" DIA. LOOSE HINGED COVER W/ F.R.P. HANDLE & SHIPPING BOLTS ONLY	F.R.P.
M1	1	24" DIA. TOP MANHOLE	F.R.P.

MANHOLES

2	4	HOLD DOWN LUGS No. 8	C.S. POWDER COATED
1	4	LIFTING LUGS No. 7	C.S. POWDER COATED

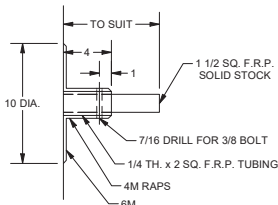
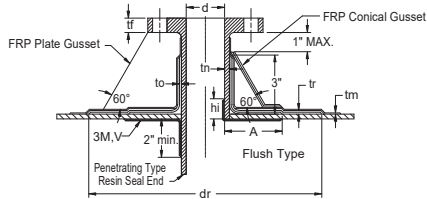
TANK COMPONENTS



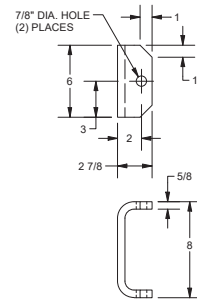
ORIENTATION PAGE

120" DIA. x 192" S.S. x 212" HIGH F.R.P. TANK

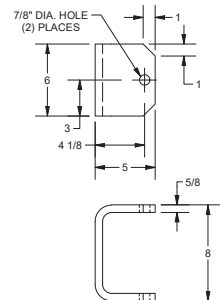
DATE: 12/12/2019	ORDER No.:	DRAWN BY:
SCALE: NONE	MODEL No. (1) C-DFV-10-8483	CHECKED BY:
CUSTOMER:		
REP:	DWG. No. D-	SHEET NO. 3 OF 5



LADDER MOUNT BRACKET



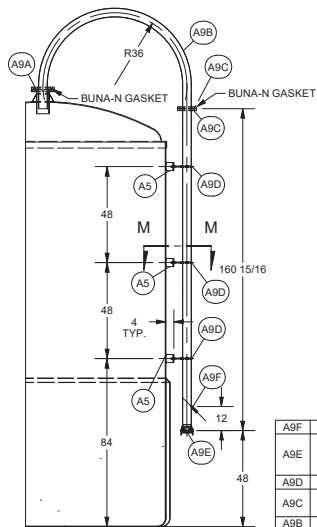
No. 7 LUG DETAIL



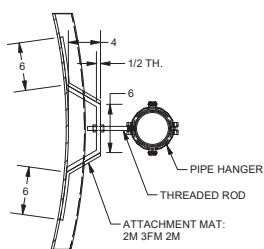
No. 8 LUG DETAIL

HOLD DOWN LUG UPLIFT FORCE = 1,027 LBS. EA. LUG

ATTACHMENT CHART



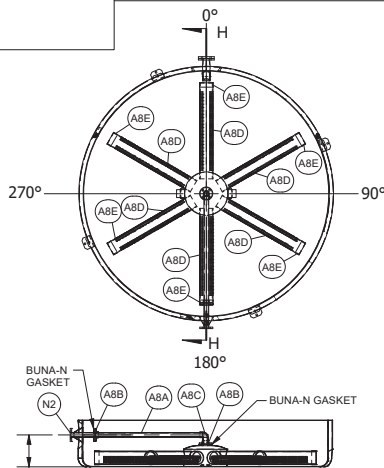
SECTION G-G



SECTION M-M

ITEM	QTY	DESCRIPTION	MATERIAL
A9F	1	3/4" NPT NIPPLE	304 S.S.
A9E	1	4" DIA. FEMALE THREADED KAMLOCK W/ DUST CAP & 12" LG. CHAIN	304 S.S.
A9D	3	4" SPLIT RING HANGER	304 S.S.
A9C	2	4" 150# MATING FLANGES W/ S.S. BOLTS & BUNA-N GASKET	304 S.S.
A9B	1	4" SCH. 10 x TO SUIT LG. PIPE	304 S.S.
A9A	1	6" 150# VAN-STONE FLANGE W/ S.S. BOLTS & BUNA-N GASKET	304 S.S.

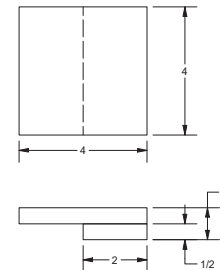
SALT FILL ASSEMBLY



SECTION H-H
BRINE OUTLET PIPING

ITEM	QTY	DESCRIPTION	MATERIAL
A8E	6	6" DIA. END CAPS	POLYETHYLENE
A8D	6	6" DIA. x TO SUIT LG. SLOTTED PIPE	SCH. 40 PVC
A8C	1	2" SOC. ELBOW	SCH. 80 PVC
A8B	2	2" 150# SOC. VAN-STONE FLANGES W/ S.S. BOLTS & BUNA-N GASKETS	SCH. 80 PVC
A8A	1	2" DIA. x TO SUIT LG. PIPE	SCH. 80 PVC

BRINE OUTLET ASSEMBLY



A3 PLENUM BRACKET

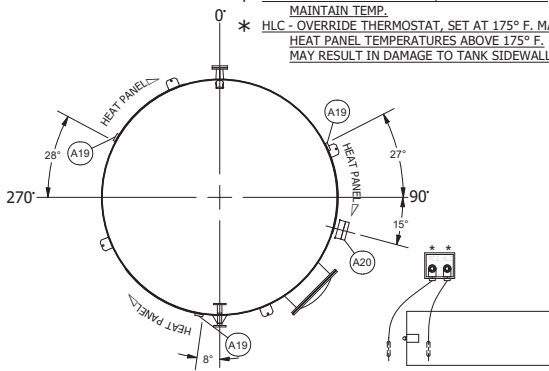


DETAIL PAGE

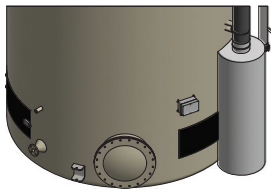
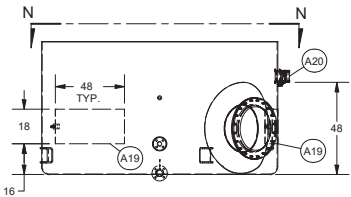
120" DIA. x 192" S.S. x 212" HIGH F.R.P. TANK

DATE: 12/12/2019	ORDER No.:	DRAWN BY:
SCALE: NONE	MODEL No. (1) C-DFV-10-9463	CHECKED BY:
CUSTOMER:		
REP:	DWG. No. D-	SHEET NO. 4 OF 5

- * PCS - CONTROL THERMOSTAT, SET AT DESIGNED MAINTAIN TEMP.
- * HLC - OVERRIDE THERMOSTAT, SET AT 175° F. MAX. HEAT PANEL TEMPERATURES ABOVE 175° F. MAY RESULT IN DAMAGE TO TANK SIDEWALL



VIEW N-N

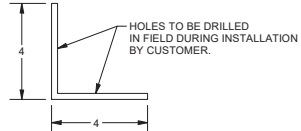


CAUTION
LIQUID LEVEL MUST BE ABOVE HEATING PANELS TO FUNCTION PROPERLY

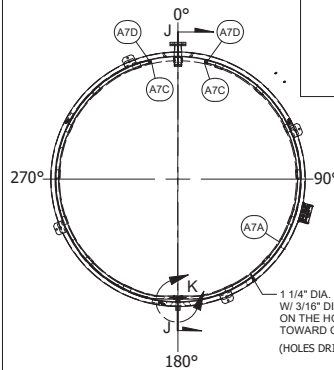
NOTICE
PRIOR TO INSTALLATION ON TO TOP OF TANK ALL OTHER GUIDELINES SHOULD BE FOLLOWED

WARNING
FOR SAFETY PURPOSES TANKER MUST BE FULLY DEPLETED. EXCESSIVE PRESSURE OR CORROSION CONTACT WILL SEVERELY REDUCE SERVICE LIFE.

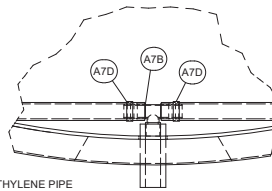
LADDER TAG



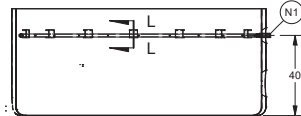
LADDER CLIP
MAT'L: C.S., PRIMED



1 1/4" DIA. POLYETHYLENE PIPE W/ 3/16" DIA. HOLES 12" O.C. ON THE HORIZONTAL PLANE TOWARD CENTER OF TANK. (HOLES DRILLED BY B.T.T.)



DETAIL K

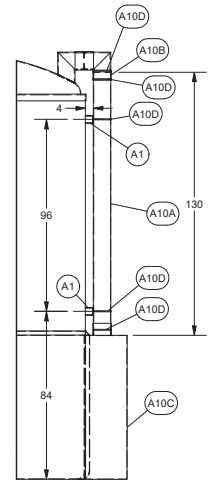


WATER DISTRIBUTOR ASSEMBLY

SECTION L-L

ITEM	QTY	DESCRIPTION	MATERIAL
A7D	4	HOSE CLAMPS	S.S.
A7C	2	1" THREADED PLUGS	SCH. 80 PVC
A7B	1	1 1/4" COMB. INS. TEE MPT OUTLET	SCH. 80 PVC
A7A	2	1 1/4" DIA. x TO SUIT LG. PIPE	POLYETHYLENE
ITEM	QTY	DESCRIPTION	MATERIAL

WATER DISTRIBUTOR ASSEMBLY



VENT PIPE ASSEMBLY

ITEM	QTY	DESCRIPTION	MATERIAL
A10D	5	HOSE CLAMPS (LARGE)	S.S.
A10C	1	8" DUST BAG	POLYESTER FELT
A10B	1	1/8" TH. x 8" DIA. x 5" W. BOOT	EPDM
A10A	1	8" DIA. x TO SUIT LG. DUCT PIPE	GRAY PVC
ITEM	QTY	DESCRIPTION	MATERIAL

VENT PIPE ASSEMBLY



DETAIL PAGE

120" DIA. x 192" S.S. x 212" HIGH F.R.P. TANK			
DATE:	12/12/2019	ORDER No.:	DRAWN BY:
SCALE:	NONE	MODEL No.:	(1) C-DFV-10-9463
CHECKED BY:			
CUSTOMER:			
REP:		DWG. No.:	D-
		SHEET NO.:	5 OF 5

35 ton Briner Specifications (brine maker)

[**Please see our equipment proposal TII/WA/0724/37795 attached on Page 3](#)

35 ton Briner Package

- A. The vendor shall supply a 35t briner package (brine maker) that complies with the following specifications:
1. The vessel shall be made of filament wound fiberglass with isophthalic polyester resin, and meet the following:
 - i. Approximate dimensions of 10' diameter and 14' tall
 - ii. Approximate volume of 1,000 cu/ft
 - iii. 35 ton capacity and designed for 25 ton deliveries
 - iv. Stainless steel lifting lugs and anchor points
 - v. Meets or exceeds ASTM D3299 standard
 - vi. Painted white
 2. The vessel shall have the following ports:
 - i. 4" stainless steel salt inlet pipe w/ camlock and cap, ½" water injection, appropriate structural supports
 - ii. 2" brine outlet w/ flange and internal sch 80 PVC collection plenum
 - iii. 2" water inlet w/ flange, 1" removable internal water distribution assembly
 - iv. 2" drain w/ valve, diptube, and screen
 - v. 24" top manway w/ stainless steel hardware, neoprene gasket, and integral 8" stainless steel hinged pressure relief
 - vi. 24" side manway w/ stainless steel hardware and neoprene gasket
 - vii. 8" vent pipe package w/ ground level dust bag, stainless steel hose clamps, appropriate structural supports, protective housing, and 3 spare dust bags
 3. The briner (brine maker) shall have a water level control package that meets the following:
 - i. Pressure transducer w/ 4-20mA output
 - ii. Controller, relays, and 4-20mA repeater
 - iii. Outdoor NEMA enclosure for controller
 - iv. 2" tank flange w/ interior screen
 - v. 2" by ¼" isolation assembly
 - vi. Installation kit, if necessary

4. The briner (brine maker) shall have a salt level indicator that meets the following:
 - i. Capable of reading the salt level by physical measurement (bob) or radio waves (sonar)
 - ii. Indicator shall provide a 4-20mA output
 - iii. If included, enclosures shall be outdoor NEMA rated
 - iv. Any installation kit or package necessary shall be provided
5. The briner (brine maker) shall have a freeze protection system that meets the following:
 - i. The system shall be designed for year round weather for outside installation in zip code 99212
 - ii. Heating coils can be 120v, 208v, or 480v, single phase or 3 phase
 - iii. Controller and enclosure shall be outdoor NEMA rated
 - iv. Vessel shall be insulated to above the water level and suitable for inclement weather
6. The briner (brine maker) shall be provided with:
 - i. Installation instructions
 - ii. Wet stamped seismic design calculations
 - iii. Anchor bolt design calculations
7. The briner (brine maker) shall be tested for defects and/or leaks before shipping. A report of this testing shall be delivered with the equipment.



Technology International, Inc.
 1331 South International Parkway, Suite 2251
 Lake Mary, FL 32746
 Tel: (407) 359-2373
 Fax: (407) 359-2372
 E-mail: tii@tii-usa.com
 Website: www.tii-usa.com

Equipment Proposal

Description: 35 Ton Briner Package Brine Maker

Solicitation ID: R0Q 000324

Agency: Cit of Spcane

TII Ref: TII/WA/0724/37795

Date: 07/01/2024

In response to our quote request for 35 Ton Briner Package Brine Maker Technology International Inc is pleased to submit the following for consideration

ITEM NO.	QTY	DESCRIPTION/ MODEL NO.
0	0	<p>One Brine-Tek™ Model C-DFV-10-9460 Closed Dome Top Vertical Side Wall Flat Bottom Chop Hoop Filament Wound RP tan</p> <p><u>Includes:</u></p> <ul style="list-style-type: none"> • Tan Tag T040 • Size 20" Nominal Inside Diameter 92" Straight Side 23" Approximate Overall Height • Capacity 940 Nominal US Gallons • Material Premium grade AOC 70 isophthalic polyester resin throughout the laminate • Interior PI Glass Felt required in the corrosion carrier • Interior 2" Polyurethane insulation with RP overwrap and White W40 gel coat exterior with inhibitor on the lower 72" of tank only • Catalyst Co/MOP catalyst system throughout the laminate • Cure No post cure required • Support Tank rests on fully supported flat bottom Tank is to be installed per TTI Handling Installation Instructions • Lugs Standard heavy T303 Stainless Steel lifting lugs 4 heavy T303 Stainless Steel hold down lugs <p><u>Design Information:</u></p>

- Design □ASTM D 3299□□□ Se□ere Ser□ice□Atmospheric Internal Pressure Onl□□□2 Specific Gra□it□Ma□□
- Seismic □ASC□ 7□□□ Seismic Design□Site Class□D□R□C□□□□SDS□0□3□□□SD□□0□□77
- Indoor / Outdoor □Outdoor
- Wind □□02 MPH
- Sno□ □50 PS□
- Temperature □70□□□
- Product □ Salt □rine Solution □40 tons usa□le dr□ salt storage□

Manway Information□

- 24" Diameter top manhole □ith 50 l□□□eighted Dou□le hinged co□er□complete □ith handle □ shipping □olt on□□
- 24" Diameter side manhole □ith co□er plate□complete □ith T□3□□ stainless steel □olts□ nuts□□ashers □ □una□□ gas□et□

Fitting information:

- □□□/4" □□□PT□□ull coupling□□Water □ill
- 2" Dou□le □anged no□le □ith e□ternal conical gusset□□□rine Outlet
- 3" M□□PT□nipple□□□indicator □o □o
- □" □anged no□le □ith conical gusset□□Salt □ill
- □" Goosene□□ent □ith P□C coupling□ru□□er □oot connector□P□C pipe□pol□ester dust □ag □ SS hose clamps□

Accessory Information:

- □2 □4" W□□4" H□□4" L□Hea□□Dut□□□Shaped □RP mounting □rac□ets□
- □□ □□rine Plenum Assem□□□complete □ith □RP plenum
- □2□plenum mount lugs□
- □□□Lot o□□□□Sch□40 P□C □rine pull o□□pipes and □□□2□□Sch□□0 P□C discharge pipe □anged □oth ends□□ith S□S□□olts□nuts□□ashers □ □una□□ gas□ets□
- □□ □Water Spra□ Ring Assem□□□complete □ith □□□/4" dia□pol□eth□lene pipe □pre□ drilled □□ □TT □ith 3/□□□dia□holes on □2□centers□□ith plugs and tee□
- □□4 □4" W□□2" H□□4" L□Light Dut□□□Shaped □RP mounting □rac□ets□
- □□ □T□o piece 4□IPS T□304 SS salt □ill pipe □ith □□0□radiused top □ith □□□anged end at tan□and 4□□anged end at do□n pipe plus do□n pipe □ith 4□□anged end and threaded end □ith camloc□□ dust cap at □ottom and 3/4□□PT nipple □ater in□ection port□complete □ith SS □olts□nuts□□ashers □ □una□□ gas□ets□
- □3 □□□" W□□ase □ □" W□Top □ □" H□□4" L□Trape□oid Shaped □RP mounting □rac□ets□complete □ith 4" S□S□pipe split hangers□
- □□ □Set o□Plastic □ange protectors□
- □□ □□rine□Te□Liquid Le□el control unit□
- □□ □□indicator GP 4 Digital Displa□□o□□o □ith stainless steel □eight□□Solids Indicator
- □□ □□RP ladder assem□□□complete □ith □3 □pair □RP ladder attachment □rac□ets□
- □□ □Set o□Washington P□ stamped design calculations□

Testing To Be Performed On The Tank(S):

- □isual inspection in con□ormance □ith ASTM C□5□2□Ta□le 5□

	2 □ Arcol Hardness per ASTM D 25 3 □ 3 □ Acetone Sensitivity per referenced tank design □ 4 □ 2 Hour Hydrostatic Leak Test at Atmospheric Pressure Only □
See attached data sheets	
<u>Total.....\$92,580.00</u>	

Exceptions & Clarifications:

- Anchor Bolt design calculations will not be provided. Anchor Bolts their design and embedment depth shall be per others.
- Design features and/or loads and fabrication methods for the proposed tank are outlined within the quote and other standards design loads and fabrication methods not outlined herein will not be provided.
- This proposal includes standard Welding Tank Technologies (TTT) QC Inspections and Documentation. All testing to be performed on the proposed tank is outlined above.
- Only the Manholes, fittings and Accessories outlined in the above quote shall be included. Any variation from these listed will result in a price change.

This proposal DOES NOT include any of the following unless specified:

- Unloading or Installation of equipment or any required permits.
- Hold down bolts / anchors.
- All fasteners and gaskets.
- Any electrical instrumentation interior piping piping hook up valves pumps etc.
- Testing such as Hydro Test Physical Testing A/T Test etc.
- Design calculations stamped or unstamped.

Warranty: Manufacturer's Standard warranty applies.

Delivery:

- Estimated delivery is **30 Weeks** after receipt of order and approved submittal.
- *Please note, due to COVID-19 there may be unanticipated disruptions and delays in the supply chains globally, for parts, components, equipment and internal manufacturing services such as engineering, production allocation, and logistics. This may result in manufacturing & delivery delays out of our control. We will do our best to communicate all such impacts and reduce the effects of any such delays.*
- All delivery dates quoted are subject to manufacturer's confirmation at time of order.
- Submittal data will be provided for approval after receipt of order application.
- Customer to provide equipment and personnel to unload.
- TII will provide MSO at time of payment confirmation. Customer is responsible for all titling and registration of trailer application.

Freight: Included to Spokane WA 99202

Quote Validity 0 days

Payment Terms T 30

Prompt Payment discount: 4 % 0 days

Technology International, Inc. Corporate data:

We are a small business and our Taxpayer Identification Number is 50342335. The above price quoted does not include an sales tax or similar taxes.

We trust that this proposal will meet your requirements and we look forward to hearing from you.

If you have any questions or need more information please contact us by phone at 407 359 2373 or fax at 407 359 2372 or email us at tii@tiiusa.com

Respectfully submitted



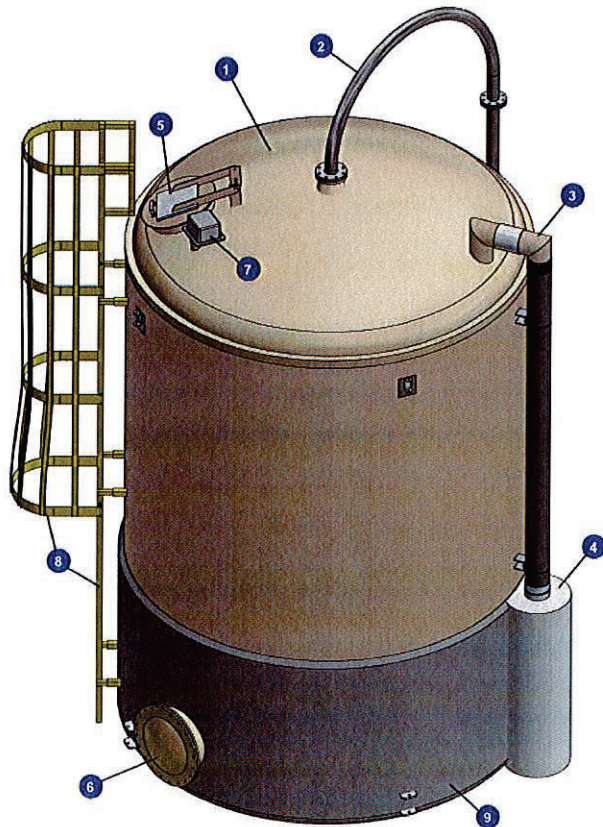
Rijat Habib

Business Development Exec
Technology International Inc

Downflow Brinemakers

BRINE-TEK™ Downflow Brinemakers utilize the proven design, reliability and industry exclusive **FULL 2 YEAR FACTORY WARRANTY** of **Belding Tank**, combined with a packaged component system to provide the end user with a turn-key solution to their brine making and storage needs.

Downflow Brinemaking ensures consistent saturation of brine. As the influent water rises, the higher density brine sinks. With rock and solar salts, sludge accumulates at the bottom of the tank for easy removal. This also permits the desalinization of sludge by backwash leaching.



Standard Features and Accessories:

- 1 - **Belding Tank BRINE-TEK™** FRP storage tank utilizing FDA approvable polyester resin construction to meet food grade sanitary applications.
- 2 - 4" I.D. 304 stainless steel salt fill pipe with camlock coupler and cap for pneumatic delivery truck hose connection.
- 3 - 8" I.D. FRP gooseneck vent with FRP/PVC vent duct assembly.
- 4 - Polyester dust collector bag mounted low for ease of servicing.
- 5 - 24" I.D. top access manway with hinged/weighted cover for emergency vent.
- 6 - 24" I.D. side access manway for cleaning and inspection.
- 7 - Optional automatic influent water level control based on brine demand.
- 8 - Optional Ladder/safety cage assembly for access to top manway.
- 9 - Optional Cool Weather Protection package including polyfoam insulation and 500 watt, 120 volt Heat Panels.

MODEL	BT-8-23	BT-9-33	BT-10-40	BT-11.5-53	BT-12-63	BT-12-75	BT-14-100
Diameter	96"	108"	120"	138"	144"	144"	168"
Straight Side	180"	180"	192"	192"	204"	240"	240"
Overall Height	196"	198"	212"	215"	228"	264"	268"
Max. Gross Wt., Lbs.	74,000	99,000	121,000	159,000	184,000	210,000	277,000
Useable Storage, Tons	23	33	40	53	63	75	100
Max. Delivery, Tons	15	19	25	35	40	55	74
Max. Brine Draw, GPM	20 / 12	25 / 15	33 / 20	45 / 27	50 / 30	50 / 30	66 / 40

Brine Draw is shown with Granulated Salt First followed by Rock or Solar Salt.



Handle
With
Care



BRINE-TEK™

Handling Installation

Instruction Manual

03002020

HANDLING & INSTALLATION INSTRUCTIONS

ABOVE GROUND STORAGE TANKS

The following handling and installation instructions are intended to help customers install tanks properly and efficiently.

Handling and installation instructions are only recommendations. They do not relieve the purchaser from all responsibility for proper inspection, handling and installation. Improper handling or installation which results in damage or tank failure is the sole responsibility of the purchaser. Failure of the customer to comply with the handling or installation instructions will void the tank warranty. In no circumstances or conditions are also the burden of the purchaser.

The presence of Belding Tank Technologies personnel or an authorized representative at the installation site does not relieve the purchaser of their responsibilities.

INSPECTION

At the time of delivery, the customer shall be responsible for inspecting the tank for damage during transit. Both the inside and the outside of the tank must be inspected. All manhole bolts should be removed to allow for proper inspection. For your convenience, we have installed a minimum number of bolts in the manholes. See Belding Tank Technologies Operation & Maintenance Instructions for proper sequence and torque settings for manhole bolting.

If damage has occurred it should be noted on the delivery receipt prior to signing acceptance. Whether it be a Belding Tank Technologies truck or common carrier. In the case of a common carrier, claim should be immediately filed with the customer with the delivering carrier. Delivery is made on a Belding Tank Technologies truck, the factor should be immediately contacted prior to unloading or acceptance. The customer accepts all future responsibility for a damaged tank if the procedures set forth are not followed.

Minor damage can be repaired at the delivery site.

INHERENT CHARACTERISTICS

In the manufacturing process, resin / gel coat may adhere to the steel lugs. This interface between steel and resin / gel coat does not bond, which allows for separation between the two dissimilar materials. This separation is cosmetic in nature. O.L. and in no way affects the structural integrity or operation of the tank.

For minor cracks in the insulation case, an exterior expandable caulking may be used.

None of the inherent characteristics are considered damage.

HANDLING & INSTALLATION INSTRUCTIONS

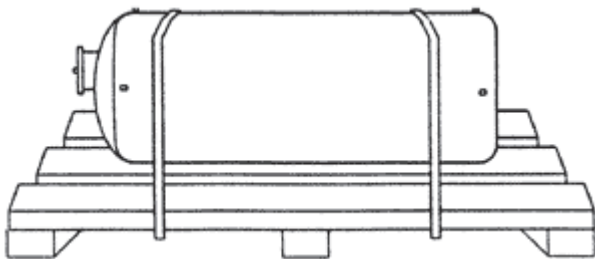
GENERAL

LDI G TA TECHNOLOGI S tanks are designed to withstand normal handling. Arrangements should be made to have responsible experienced personnel to unload the tank and/or equipment. Note the following handling precautions:

1. NEVER unsecure a loaded tank from the trailer until the rigging is properly secured for unloading.
2. NEVER roll or slide a tank. Lift the tank using a crane or other approved method.
3. Tank must always be lifted empty.
4. Operators of hoist equipment should always follow proper rigging procedures. NEVER allow tank to swing out of control.
5. Do not drop or allow hard impact from tools, spreader bars, etc.
6. Avoid the use of equipment inside the tank that could scratch or damage the inner corrosion barrier. Ladder ends should be padded. Worker entering a tank should take proper precautions to ensure they are not tracking debris inside the tank.
7. NEVER use cables or chains around tank.
8. NEVER lift a tank using fittings or accessories. Use designated lifting lugs.
9. If tanks are being stored prior to installation, be sure to lay on padded surface and tie down secure.

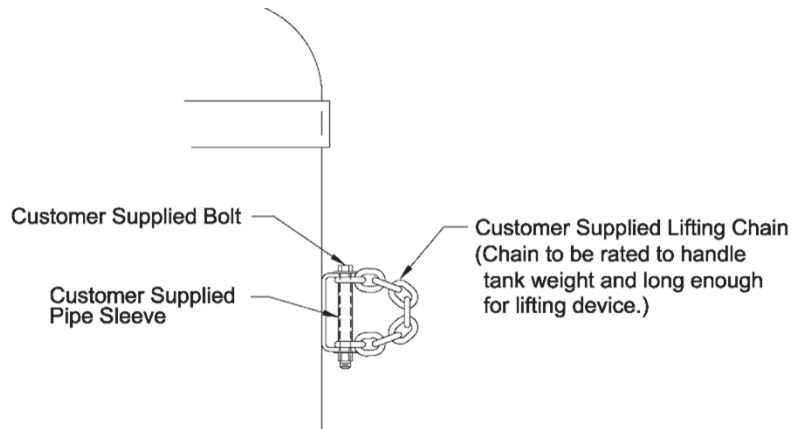
HANDLING SKIDDED TANKS

Small tanks shipped on common carrier are palletized to facilitate handling. Do not pull on the bottom of the skid. DO NOT PULL ON THE TANK.



LIFTING / HANDLING LUGS

The lugs are designed for equal load on both ear tabs of the lug. LDI G TA TECHNOLOGI S recommends using a pipe spacer between the ear tabs to achieve equal load and lifting chain to allow the tank to easily rotate from horizontal to vertical.

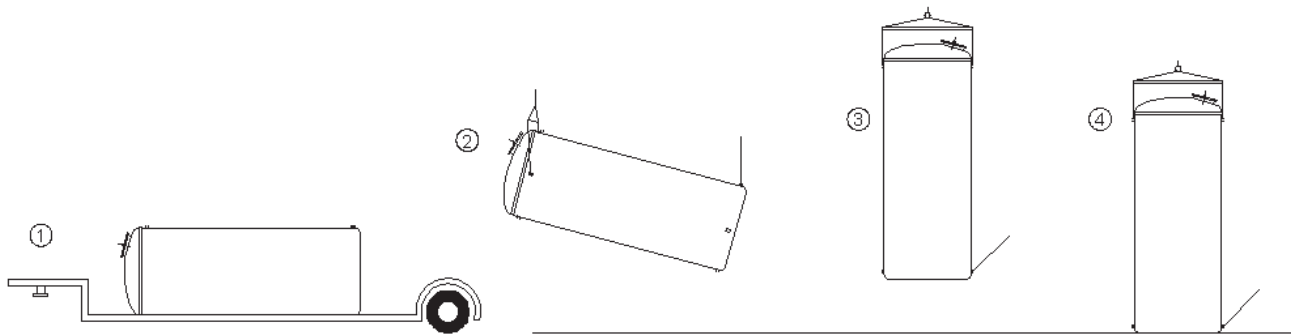


HANDLING & INSTALLATION INSTRUCTIONS

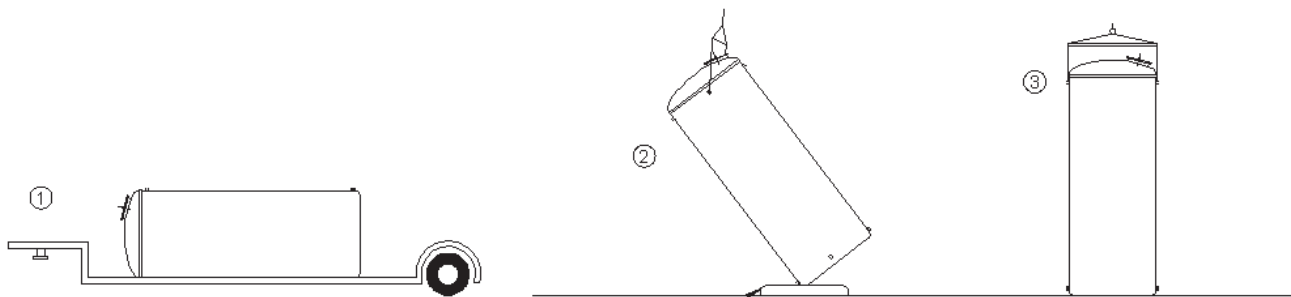
FLAT OR SLOPED BOTTOM TANKS

Larger tanks shipped on LDI or TAG Technology trailers require a spreader bar and tail hook lines attached to the appropriate lifting lugs to unload tanks. Use a guide line to keep the load under control.

Use a spreader bar and lines attached to appropriate lifting lugs to hoist the tank to an upright position and place the tank on its foundation. Control the tank with guide lines to ensure the tank is gently set on its base.



Recommended Method



Alternative Method

CAUTION: When a tail hook is unavailable and the tank rests on a pivot point, proper care should be taken to protect the pivot point by means of excessive padding.

HANDLING & INSTALLATION INSTRUCTIONS

TANK BOTTOM SUPPORT PAD

LDI®G TANK flat bottom and slope bottom tanks require continuous bottom support. The most common support pad is a concrete slab. However, any other support structure with sufficient strength to support the combined weight of the tank and its contents without deflection, plus a reasonable factor of safety, is acceptable. Design or bearing strength of support pad is the responsibility of the purchaser. The support pad must exceed tank diameter 12" minimum and be flat within 1/8"/ft.

INSTALLATION NOTE: Support pad must be clean and free of all foreign objects prior to setting the tank in place.

TANK BOTTOM BUFFER PAD

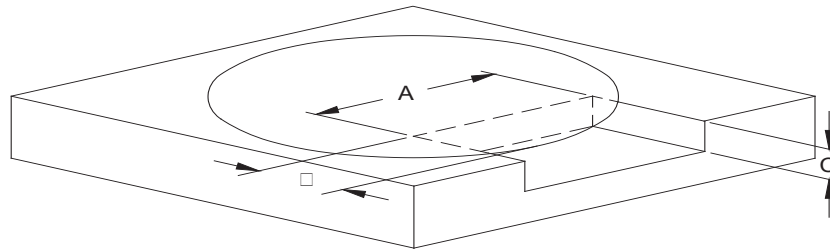
Liquid grout such as concrete, epoxy, etc. MUST NOT be used under standard flat bottoms. LDI®G TANK recommends a buffer pad between the tank support and tank bottom. Use an elastomer or a minimum of two layers of 30 pound roofing felt. When applying the roofing felt, be sure there are no overlaps or wrinkles causing ridges under the bottom. It is the responsibility of the purchaser to see that tanks are properly installed. An deviation from the above outlined procedure must be approved by LDI®G TANK TECHNOLOGIES or it will void our warrant.

HANDLING & INSTALLATION INSTRUCTIONS

SIDE BOTTOM FLANGE PAD CUT OUT:

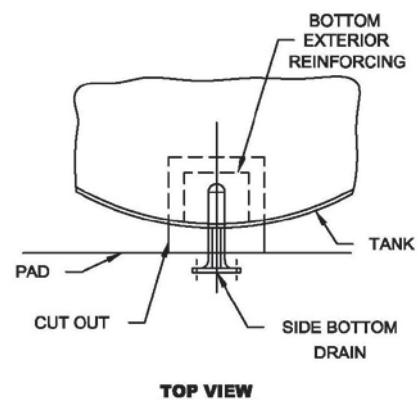
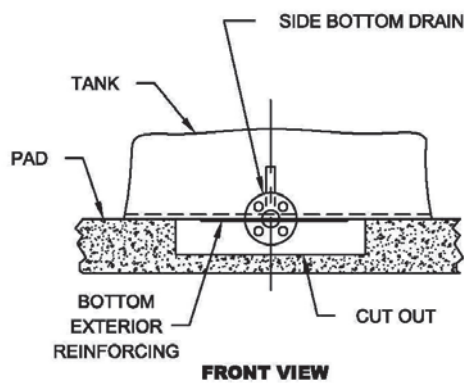
CAUTION When installing an **LDI G TANK TECHNOLOGIES** tank with a side bottom flange our pad cutout dimensions must conform to the specifications as detailed below. An deviation without the written consent of **LDI G TANK TECHNOLOGIES** may cause serious damage and void warranty.

Consult the factory if you have any questions 800-253-4252



Drain Size	A	B *	B **	B ***	C
2"	12	8	9	10-1/2	4-1/4
3"	12	8	9	10-1/2	4-3/4
4"	12	8	9	10-1/2	5-3/4
6"	14	8	9	10-1/2	6-3/4
8"	18	8	9	10-1/2	8
10"	22	8	9	10-1/2	9-1/4
12"	26	8	9	10-1/2	10-3/4

* Tank Diameter < 120" ** Tank Diameter 120" to 144" *** Tank Diameter > 144"



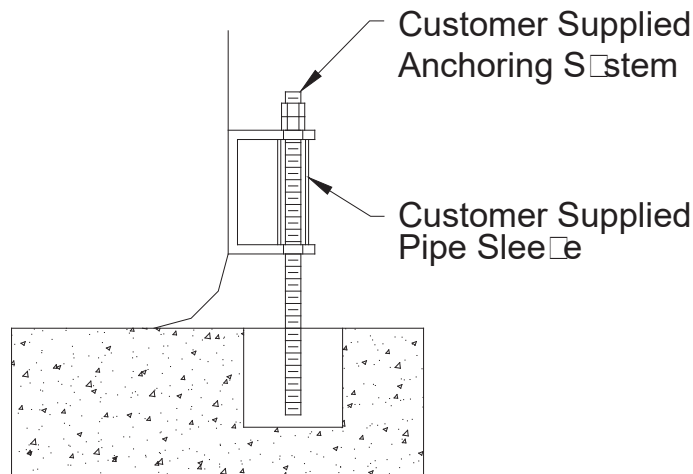
The bottom exterior reinforcing MUST BE within the pad cut out.

HANDLING & INSTALLATION INSTRUCTIONS

HOLD DOWN LUGS - Standard

The required hold down lugs are supplied as standard equipment on all Belding Tank Technologies TANKS. Anchor bolts and hold down hardware are supplied by the customer.

Preferred Method of Anchor Installation:



Expansion anchor or resin capsule anchor.

Belding Tank recommends the use of two nuts on the top of the lug. When the tank is **EMPTY**, hand tighten the first nut onto the top of the lug. Hand tighten the second “JAM” top nut onto the bottom nut. Then, using two wrenches lock the bottom nut onto the top nut. Do not adjust after the tank is filled.

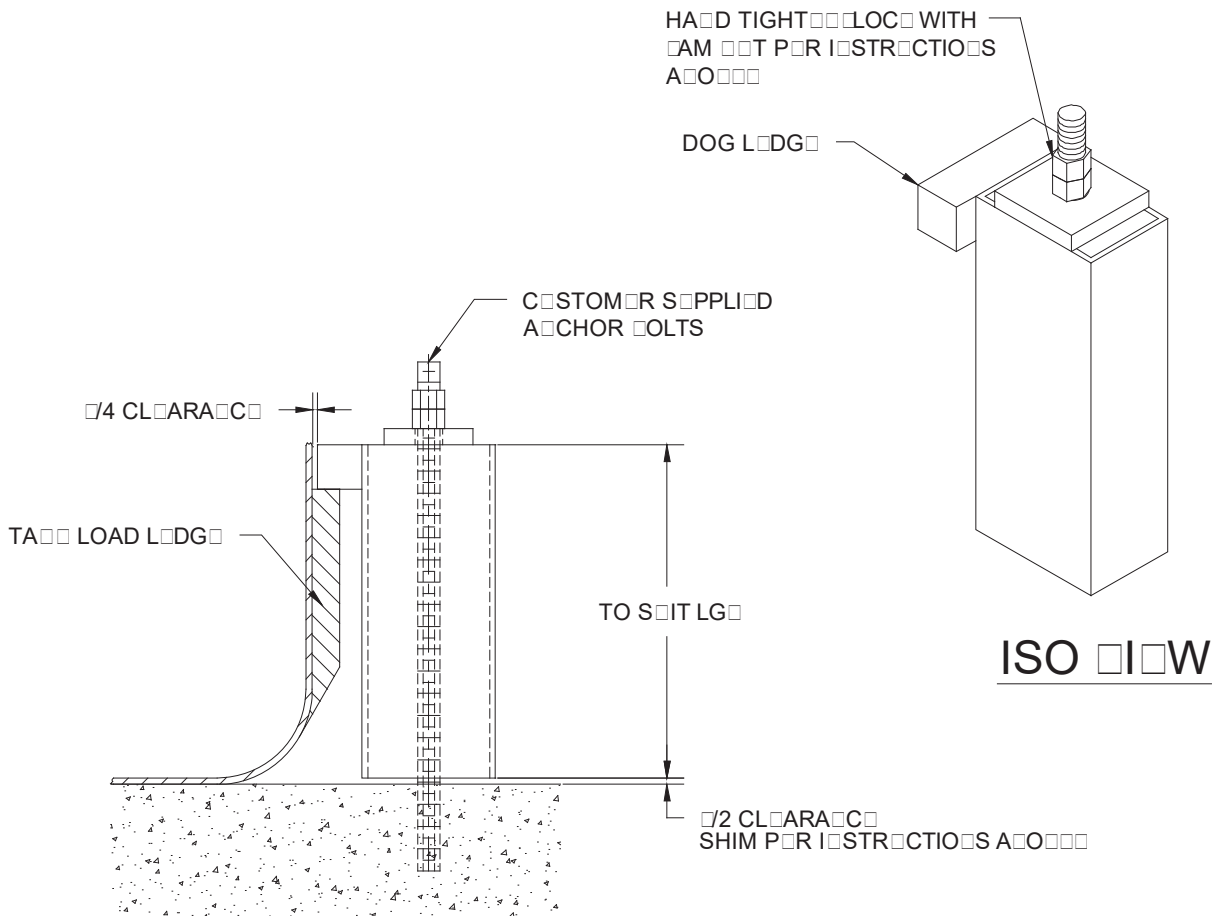
Do not over tighten hold down lugs.

INSTALLATION NOTE: Do not locate or pre-set anchor holes/bolts in the tank pad before receipt of tank. Belding Tank will not be responsible for pre-set anchor holes/bolts.

HANDLING & INSTALLATION INSTRUCTIONS

HOLD DOWN LUGS – Anchor “DOG” / Load Ledge

- 1 Position and set Anchors See Tank Drawing for position
- 2 Minimum height of anchors above tank case height of DOG top plate height of 2 nuts minimum
- 3 Position anchor DOGS over anchor bolts locate dog ledge on a side and on top of load ledge level DOGS shim if needed
- 4 When tank is empty fill anchor DOGS with non-shrink grout
- 5 Put cover plate over anchor DOGS and hand tighten bottom nut
- 6 Hand tighten second AM top nut onto the bottom nut
- 7 Lock bottom nut onto the top nut Do not adjust after tank is filled



HANDLING & INSTALLATION INSTRUCTIONS

FITTING CONNECTIONS

Glass tanks will move due to hydrostatic pressure and temperature fluctuations because of this movement. Belding Tank Technologies recommends the use of flexible pipe connections. The flexible connection should be attached to the tank fitting. Rigid piping is used and results in damage to the tank and/or fitting. Our warrant will be void.

CAUTION: METALLIC FITTINGS MUST NOT BE USED ON FRP LIPPLS OR COPLINGS.

LIDIG TA recommends that you do NOT use raised face flanges. Raised face flanges must be used with a flange spacer. MUST BE USED when bolting FRP flanges to raised face flanges. Use only full face gaskets. Do NOT over torque the flange bolts.

WATER FILL TESTING

LIDIG TA recommends that each tank be water filled and hydro tested for a minimum 2 hour period at atmospheric pressure after the tank is installed and prior to use.

TANKS FOR FOOD APPLICATION

See RIOT Operation & Maintenance Instructions for tanks requiring FDA approval.

SAFETY PRECAUTIONS WHEN WORKING INSIDE OF TANK

- 1 Top manhole MUST BE OPEN for proper ventilation.
- 2 Tank entry should be made only through the side manhole.
- 3 Proper confined space entry procedures should be followed. A safety watch person should always be present outside the tank with no other duties than to observe/rescue. In addition, one other person is required to be within hearing distance to assist in a rescue if required.
- 4 Mechanical ventilation should be provided when working within the tank.

HANDLING & INSTALLATION INSTRUCTIONS

LIQUID LEVEL CONTROLLER: (When Supplied)

LDI™ TACH™ Liquid Level Controller is designed to provide a relative constant liquid level in a Rinema™. This is accomplished by installing a normally closed pressure switch on the water inlet line. This senses a decreasing water level which will close the pressure switch contacts and start the auto reset timer. The timer opens the water solenoid valve and replaces water for a preset time period. At the end of the time cycle the water valve closes and the timer resets and waits for the next signal from the pressure switch to add more water.

Installation of the liquid level controller should follow the guidelines set forth in the Rinema™ Liquid Level Controller Installation Instructions. We indicate a piping bypass around the solenoid and pressure switch to provide a method of manual adding water.

When you are ready to add water for the first time it should be done with the manual bypass. Run water into the tank until you reach an overall height between 7 and 8 feet. Adjust the pressure switch so the contacts just open at this water level.

SOLID (SALT) LEVEL INDICATOR: (When Supplied)

LDI™ TACH™ Solids Indicator is a GP4™ indicator. The Rinema™ comes complete with a 3/8" NPT nipple located on the dome top head for mounting the indicator. For complete installation instructions see Indicator GP4™ Installation, Operation & Maintenance Manual.

HANDLING & INSTALLATION INSTRUCTIONS

INTERNAL COMPONENTS INSTALLATION

1. Install the 22" plenum in the tank through the 24" diameter side manhole. The plenum should be positioned in the center with the two flanged tanks positioned under the two ORP plenum brackets on the tank bottom. This will give an approximate position with sufficient clearance for final adjustment.
2. Using the stainless steel bolts/nuts and washers provided, install the 2" PVC brine discharge pipe between the brine plenum and the flanged connection on the tank interior. Allow the PVC pipe flanges to determine the final position of the brine plenum. The plenum may need to move in/out or be turned slightly to allow for proper alignment of the flanges on top of the plenum and the inside tank wall.
3. Install the six slotted PVC pipe sections evenly into the six holes in the sides of the brine plenum. Position the pipes with the slots on the sides and directed toward the tank bottom and put the caps on the outside of each end. To prevent the pipes from moving or rolling, use a few pieces of gravel. A gravel bed is being used or run a lead or food grade caulk along both sides of the slotted pipes at the outer end for a cut six inches.
4. Inspect the water inlet sprayer piping to ensure that all holes are aligned horizontally with the tank bottom and that no holes are located on support brackets. Also inspect for any damage that may have occurred during transit.
5. Replace the side manhole cover and follow the Manhole Bolting Sequence and torque requirements found in the Bolting Operation and Maintenance section.
 - 1. The 4" stainless steel fill pipe should be positioned through the top center flanged nozzle. Secure the adjustable pipe hangers supplied to the ORP brackets on the exterior tank side wall. Adjust to ensure proper alignment so there is no stress on the top flange nozzle.
7. Connect the 1" PVC coupling with vent pipe extension to the ORP tank connection. Using two hose clamps connect the rubber boot to the PVC vent pipe extension and vent down pipe. The vent down pipe is held in place by clamping it to the ORP mounting lugs on the tank exterior side wall. A clamp and polycarbonate dust bag are provided for use during unloading to control excessive salt dusting.
 - 1. When all connections are complete and prior to installing the gravel support bed that is required when using granulated grades of salt, the tank should be filled with water. The water should be held for a minimum of 2 hours and then checked carefully for any leaks. If a leak is detected, contact LDI G TANK TECHNOLOGIES.
9. Drain the water and install the gravel as required using 7" coarse filter gravel 1/2" / 4" on the bottom and 5" fine filter gravel 1/4" / 3/8" on the top. This should be done carefully to keep the PVC slotted pipe in proper position.
 - 1. The tank should be refilled with 7" water through the water inlet piping and the pressure switch of the RIOT Liquid Level control unit should be adjusted at this time. See the RIOT Liquid Level instructions later in this manual. Visual inspection through the top manhole is recommended to ensure the water sprayer is operating correctly.

A GRAVEL BED IS REQUIRED FOR GRANULATED SALT ONLY.

HANDLING & INSTALLATION INSTRUCTIONS

GRADED FILTER GRAVEL

Filter gravel beds are required in **RI** **Drine** **Meters** when granulated salt is being used. Stream washed gravel should be used. **DO NOT** use crushed rock. Gravel packed in 100 lbs bags that equal a cubic foot.

8 foot diameter tanks require:

30 bags of 2 1/4 on the bottom and 22 bags of 4 on top of that.

9 foot diameter tanks require:

30 bags of 2 1/4 on the bottom and 27 bags of 4 on top of that.

10 foot diameter tanks require:

45 bags of 2 1/4 on the bottom and 35 bags of 4 on top of that.

11.5 foot diameter tanks require:

50 bags of 2 1/4 on the bottom and 44 bags of 4 on top of that.

12 foot diameter tanks require:

57 bags of 2 1/4 on the bottom and 40 bags of 4 on top of that.

14 foot diameter tanks require:

70 bags of 2 1/4 on the bottom and 50 bags of 4 on top of that.

KNOWN SUPPLIERS OF GRAVEL

LEWIS INDUSTRIAL SERVICES 603-577-323
Mountaintop PA Danville CA

ORTHOOR FILTER MEDIA 532-327-
Muscatine IA

RED LIT 603-239-39
Sau Claire WI

***A simple web search can be done for
“Filter Gravel Suppliers” to locate a
supplier close to you.***

PROJECT NOTES

- TANK DESIGNED FOR MAKING OF SALT BRINE AT AMBIENT TEMPERATURE.
- TOP MANHOLE COVER TO BE 50# WEIGHT TO RELEASE AT .1 PSIG.
- TRANSLUCENT EXTERIOR RESIN COAT WITH U.V. INHIBITOR REQUIRED.
- GRAY (AH-476) EXTERIOR GEL COAT WITH U.V. INHIBITOR REQUIRED ON INSULATION.
- (1) SET OF PLASTIC FLANGE PROTECTORS REQUIRED FOR SHIPPING.
- REQUIRED TESTING ON TANK:
 - A. VISUAL INSPECTION IN CONFORMANCE WITH ASTM C-582, TABLE 5.
 - B. BARCOL HARDNESS PER ASTM D-2583.
 - C. ACETONE SENSITIVITY PER REFERENCED TANK DESIGN.

OWNER
P.O. No.
EQUIP. No. BT-10-40
SERVICE SALT BRINE SOLUTION
40 TONS USABLE DRY SALT STORAGE

DESIGN DATA

DESIGN STANDARD ASTM D-3299-18
MAX. PRESSURE ATMOSPHERIC
VACUUM NONE
UPLIFT PRESSURE NONE
MAX. TEMP. (F) AMBIENT
SPECIFIC GRAVITY 1.2 MAX.
SEISMIC CODE ASCE 7-16 (SITE CLASS = D)
SEISMIC DESIGN RISK CATEGORY = II
SDS=0.000, SD1=0.000
WIND LOAD 0 MPH
SNOW LOAD 0 PSF
APPROX. EMPTY WEIGHT (LBS) 0
NOM. CAPACITY (GALS) 9,463
CORROSION BARRIER CATALYST Co/MEKP
CORROSION BARRIER RESIN ISOPHTHALIC POLYESTER
CORROSION BARRIER VEIL SINGLE GLASS
STRUCTURAL CATALYST Co/MEKP
STRUCTURAL RESIN ISOPHTHALIC POLYESTER
INSULATION (TH.) 2"
INSULATION CASE RESIN ISOPHTHALIC POLYESTER
EXTERIOR VEIL NONE
COLOR NATURAL/GRAY (AH476)

LAMINATE CHART

LAMINATE SEQUENCE	THICKNESS
V = 1 LAYER VEIL	.010"
M = 1 1/2 OZ/FT SQ. CHOPPED STRAND	.043"
FM = FABMAT 1524	.076"
R = 24 OZ/YD. SQ. WOVEN ROVING	.033"
CP = CHOPPED STRAND ROVING	.034"
HW = FILAMENT WINDING	.028"
CH = CHOP-HOOP WINDING	.017"
SW = STRAIGHT WIND	.022"
U = 15 1/2 OZ/FTD. SQ. UNIDIRECTIONAL	
DOME TOP: 323" NOM. TH.	
V CP(.100) CP(.050) R CP(.130)	
DOME TOP JOINT: 311" NOM. TH.	
INTERIOR: 3M V EXTERIOR: 4M	
SIDEWALL: 252" NOM. TH.	
V CP(.100) 4CH CP(.030)	
FLAT BOTTOM: 260" NOM. TH.	
V CP(.100) CP(.050) R CP(.067)	
KNICKLE THICKNESS: 512" NOM. TH.	
FLAT BOTTOM + 2(R CP(.093))	
HOLD DOWN LUG WALL THICKNESS: 448" NOM. TH.	
CP(.191) + SIDEWALL	

GENERAL NOTES

- ALL INFORMATION SHOWN HEREON IS COPY RIGHT PROTECTED. REPRODUCTION OF ANY PORTION OF THE DRAWINGS IS A VIOLATION OF COPYRIGHT LAWS.
- ANY DEVIATION FROM, ADDITION TO, SUBSTITUTION FOR, OR MODIFICATIONS TO THE INFORMATION SHOWN ON THESE DRAWINGS SHALL BE SUBMITTED TO THE FABRICATOR'S ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO BEGINNING ANY CHANGE OR SUBSTITUTION.
- THE DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED DESIGN. RESPONSIBILITY FOR THE MEANS AND METHODS OF COMPLETING THE INSTALLATION IS BY OTHERS.
- ALL DIMENSIONS ARE IN INCHES.
- ALL FLANGE BOLT HOLES TO STRADDLE RADIAL CENTERLINES.
- THE DRAWINGS ARE NOT TO BE SCALED FOR DETERMINATION OF QUANTITIES, LENGTHS, OR FIT OF MATERIALS.
- PLEASE READ BELDING TANK TECHNOLOGIES HANDLING INSTRUCTIONS CAREFULLY. FAILURE TO COMPLY WITH INSTRUCTIONS MAY DAMAGE TANK & VOID WARRANTY. PRIOR TO INITIATING INSTALLATION, VERIFICATION OF ALL EXISTING CONDITIONS AND FIELD REQUIREMENTS IS BY OTHERS.
- ASSURANCE THAT ALL WORK IS COMPLETED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, OSHA, STATE AND LOCAL BUILDING CODES AND ORDINANCES IS BY OTHERS. IN THE EVENT OF A DISCREPANCY BETWEEN THE CODES, THE MORE STRINGENT SHOULD BE FOLLOWED.
- PROVIDE ALL MEASURES NECESSARY FOR THE PROTECTION OF THE WORKERS AND OTHER PERSONS DURING INSTALLATION.
- THE FOUNDATION DESIGN AND CONSTRUCTION SHALL BE THE RESPONSIBILITY OF OTHERS. BELDING TANK AND ITS ASSIGNS SHALL NOT BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND ADEQUACY OF THE FOUNDATION. THE OWNER SHALL INDEMNIFY AND HOLD HARMLESS BELDING TANK AND ITS ASSIGNS FOR ANY ACTION ARISING FROM OR ALLEGING TO ARISE FROM THE DESIGN AND/OR CONSTRUCTION OF THE FOUNDATION.
- DO NOT LOCATE ANCHOR BOLTS IN THE TANK PAD BEFORE RECEIPT OF TANK.
- BELDING TANK TECHNOLOGIES WILL NOT BE RESPONSIBLE FOR PRE-SET ANCHOR BOLTS. (SEE HANDLING & INSTALLATION INSTRUCTIONS).
- TANK HOLD DOWN LUGS, FLOOR PLATES, OR SADDLES MUST BE SECURELY FASTENED TO FOUNDATION. BELDING TANK TECHNOLOGIES IS NOT RESPONSIBLE FOR HOLD DOWN ANCHOR DESIGN.
- FLAT AND SLOPE BOTTOM VESSELS TO BE COMPLETELY SUPPORTED BY FOUNDATION. (PER HANDLING & INSTALLATION INSTRUCTIONS)
- ATMOSPHERIC TANKS MUST BE VENTED DIRECTLY TO ATMOSPHERE. VENT SHOULD NOT BE ROUTED TO OR THROUGH CONSERVATION VENTS, PRESSURE RELIEF VENTS, SCRUBBERS, OR ANY KIND OF VENT RESTRICTION. FAILURE TO FOLLOW THIS GUIDELINE COULD RESULT IN DAMAGE TO THE TANK. IF VENT SCREENS ARE PRESENT THEY SHOULD BE KEPT CLEAN.
- IF TANK IS TO BE AIR LOADED, FOLLOW GUIDELINES SET FORTH IN BELDING TANK TECHNOLOGIES OPERATION & MAINTENANCE INSTRUCTIONS.
- ALL PIPING, VALVES AND INSTRUMENTS ATTACHED TO VESSEL FLANGES OR FITTINGS NEED TO BE INDEPENDENTLY SUPPORTED. USE FLEXIBLE CONNECTIONS WHERE POSSIBLE.
- FLANGE CAUTION: A FLANGE SPACER MUST BE USED WHEN BOLTING ALL F.R.P. FLANGES TO RAISED FACE FLANGES. USE ONLY FULL FACE GASKETS. DO NOT OVER TORQUE FLANGE BOLTS. (PER HANDLING & INSTALLATION INSTRUCTIONS)
- ALL BOLTS, GASKET AND ANCHOR BOLTS BY OTHERS UNLESS OTHERWISE NOTED.
- RESIN COAT ALL CUT EDGES INCLUDING BOLT HOLES.
- DUE TO INTERIOR SECONDARY BONDING OF DRAIN FITTING, DISHED & SLOPE BOTTOM F.R.P. TANKS WILL NOT PROVIDE 100% COMPLETE DRAINAGE.
- BELDING TANK RECOMMENDS THAT EACH TANK BE WATER FILLED (HYDRO TESTED) FOR 2 HOUR PERIOD AFTER THE TANK IS INSTALLED AND PRIOR TO USE.



VIEW AT 135°

VIEW AT 45°

VIEW AT 315°

VIEW AT 225°



GENERAL ARRANGEMENT

120" DIA. x 192" S.S. x 212" HIGH F.R.P. TANK

DATE: 12/12/2019	ORDER No.	DRAWN BY:
SCALE: NONE	MODEL No.: (1) C-DFV-10-9463	CHECKED BY:
CUSTOMER:		
REP:	DWG. No.: D-	SHEET NO.: 1 OF 5

APPROXIMATE TANK I.D.
 TOP SIDEWALL I.D.: 122 7/16"
 BOTTOM SIDEWALL I.D.: 118 7/16"

ITEM	QTY	DESCRIPTION	MATERIAL
A20	1	NEMA 4X CONTROL BOX	F.R.P.
A19	3	500 WATT, 120 VOLT HEAT PANELS	STD.
A18	2	1/4" TH. x 4" ANGLE LADDER CLIP	C.S. PRIMED
A17	1	LADDER TAG	F.R.P.
A16	1	LADDER WALK THRU	C.S. PRIMED

ACCESSORIES

NOT SHOWN-----

ITEM	QTY	DESCRIPTION	MATERIAL
A15	2	STANDARD CAGE ASSEMBLY	C.S. PRIMED
A14	1	FLARE CAGE ASSEMBLY	C.S. PRIMED
A13	6	LADDER MOUNT BRACKETS	F.R.P.
A12	1	234" LG. LADDER ASSEMBLY	C.S. PRIMED
A11	1	BRINE-TEK LIQUID LEVEL CONTROL UNIT	STD.
A10	1	VENT PIPE ASSEMBLY	STD.
A9	1	SALT FILL ASSEMBLY	304 S.S.
A8	1	BRINE OUTLET ASSEMBLY	STD.
A7	1	WATER DISTRIBUTION ASSEMBLY	STD.
A6	1	BINDICATOR GP 4 DIGITAL DISPLAY YO-YO	STD.
A5	3	1/2" TH. x TO SUIT W. x 4" H. x 4" STAND-OFF PIPE SUPPORT BRACKETS W/ ADJUSTABLE PIPE HANGERS	F.R.P. / S.S.
A4	1	BRINE PLENUM	F.R.P.
A3	2	PLENUM BRACKETS	F.R.P.
A2	14	3/8" TH. x 4" W. x 4" H. x 2" DP. BRACKET	F.R.P.
A1	2	3/8" TH. x 4" W. x 4" H. x 4" DP. BRACKET	F.R.P.

ACCESSORIES

ITEM	QTY	DESCRIPTION	MATERIAL
N6	1	8" IPS GOOSENECK VENT W/ PVC COUPLING	F.R.P.
N5	1	6" 150# FLANGED NOZZLE W/ CONICAL GUSSET	F.R.P.
N4	1	3" N.P.T. NIPPLE x 8" LG.	F.R.P.
N3B	1	3" 150# BLIND FLANGE W/ S.S. BOLTS & BUNA-N GASKET	F.R.P.
N3	1	3" 150# SIDE-BOTTOM FLANGED NOZZLE W/ (1) PLATE GUSSET	F.R.P.
N2	1	2" 150# DOUBLE FLANGED NOZZLE W/ EXTERNAL CONICAL GUSSET	F.R.P.
N1	1	1 1/4" N.P.T. FULL COUPLING	F.R.P.

NOZZLES

ITEM	QTY	DESCRIPTION	MATERIAL
M4	1	32" DIA. COVER PLATE W/ S.S. BOLTS & BUNA-N GASKET	F.R.P.
M3	1	24" DIA. SIDE MANHOLE	F.R.P.
M2	1	28" DIA. LOOSE HINGED COVER W/ F.R.P. HANDLE & SHIPPING BOLTS ONLY	F.R.P.
M1	1	24" DIA. TOP MANHOLE	F.R.P.

MANHOLES

ITEM	QTY	DESCRIPTION	MATERIAL
2	4	HOLD DOWN LUGS No. 8	C.S. POWDER COATED
1	4	LIFTING LUGS No. 7	C.S. POWDER COATED

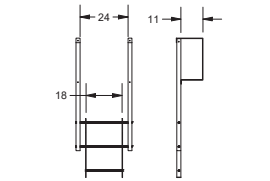
TANK COMPONENTS



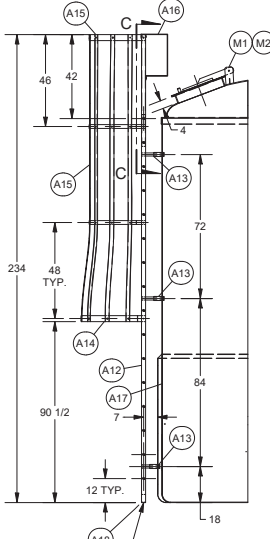
ELEVATION & SECTIONS PAGE

120" DIA. x 192" S.S. x 212" HIGH F.R.P. TANK

DATE: 12/12/2019	ORDER No.	DRAWN BY:
SCALE: NONE	MODEL No. (1) C-DFV-10-9483	CHECKED BY:
CUSTOMER:		
REP:	DWG. No. D-	SHEET NO. 2 OF 5

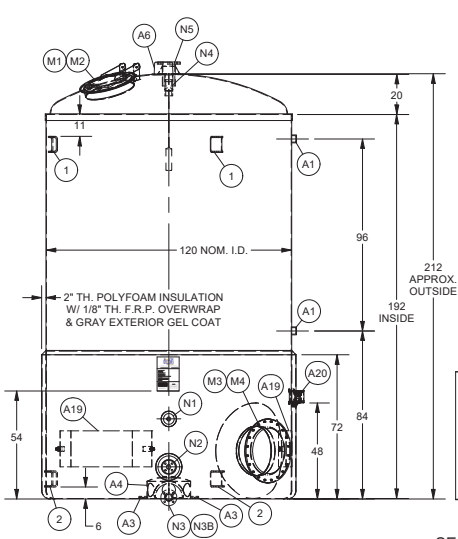


SECTION C-C



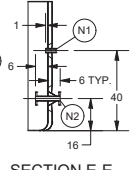
SECTION B-B

LADDER MUST BE FULLY SUPPORTED BY CUSTOMERS PAD

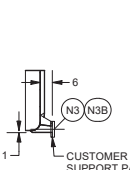


ELEVATION

SECTION D-D

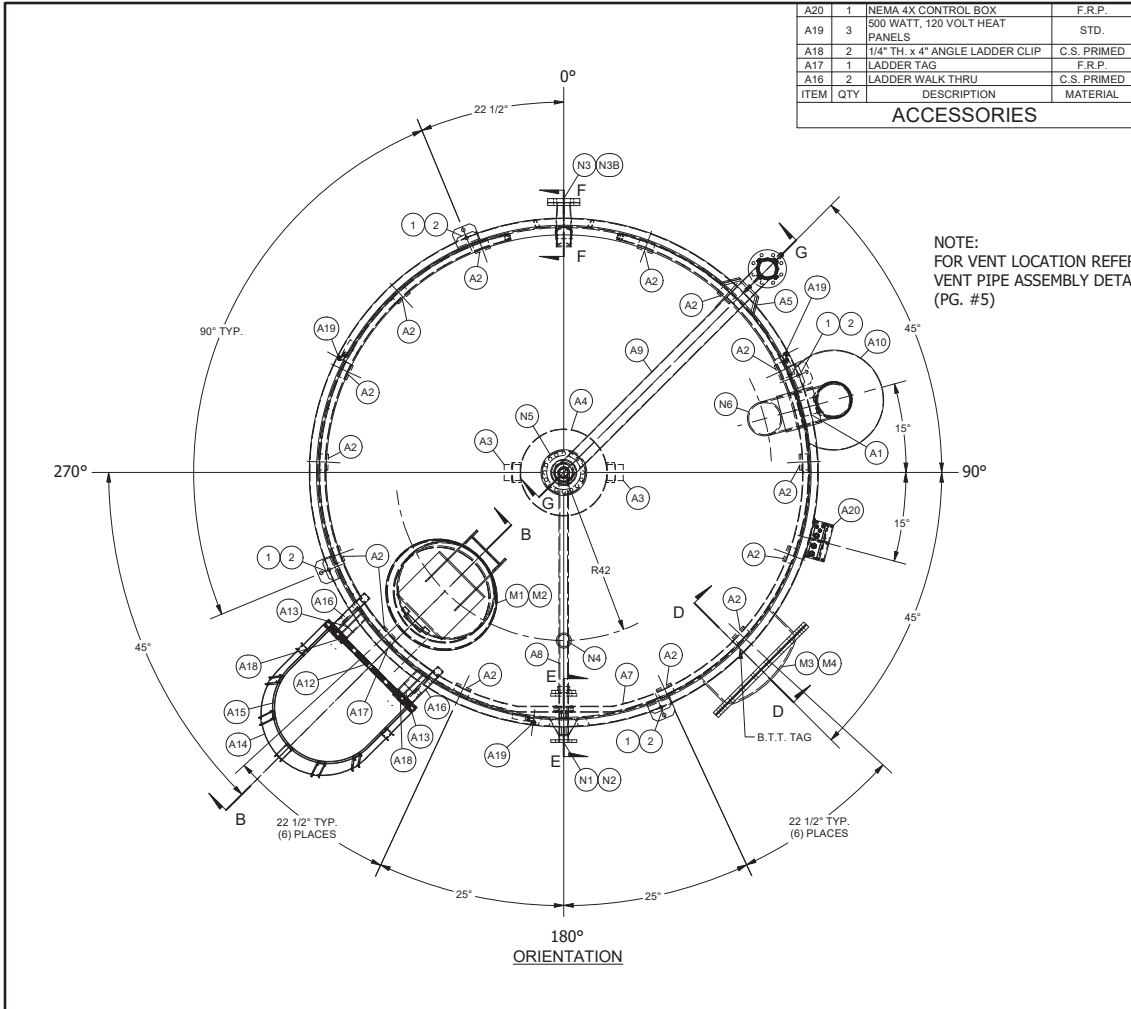


SECTION E-E



SECTION F-F

CUSTOMER TO NOTCH SUPPORT PAD (FOR PAD CUT OUT RECOMMENDATION SEE H&I INSTRUCTIONS PAGE 6.)



ITEM	QTY	DESCRIPTION	MATERIAL
A20	1	NEMA 4X CONTROL BOX	F.R.P.
A19	3	500 WATT, 120 VOLT HEAT PANELS	STD.
A18	2	1/4" TH. x 4" ANGLE LADDER CLIP	C.S. PRIMED
A17	1	LADDER TAG	F.R.P.
A16	2	LADDER WALK THRU	C.S. PRIMED

ACCESSORIES

NOTE:
FOR VENT LOCATION REFER TO
VENT PIPE ASSEMBLY DETAIL
(PG. #5)

ITEM	QTY	DESCRIPTION	MATERIAL
A15	2	STANDARD CAGE ASSEMBLY	C.S. PRIMED
A14	1	FLARE CAGE ASSEMBLY	C.S. PRIMED
A13	6	LADDER MOUNT BRACKETS	F.R.P.
A12	1	234" LG. LADDER ASSEMBLY	C.S. PRIMED
A11	1	BRINE-TEK LIQUID LEVEL CONTROL UNIT	STD.
A10	1	VENT PIPE ASSEMBLY	STD.
A9	1	SALT FILL ASSEMBLY	304 S.S.
A8	1	BRINE OUTLET ASSEMBLY	STD.
A7	1	WATER DISTRIBUTION ASSEMBLY	STD.
A6	1	BINDICATOR GP 4 DIGITAL DISPLAY YO-YO	STD.
A5	3	1/2" TH. x TO SUIT W. x 4" H. x 4" STAND-OFF PIPE SUPPORT BRACKETS W/ ADJUSTABLE PIPE HANGERS	F.R.P. / S.S.
A4	1	BRINE PLENUM	F.R.P.
A3	2	PLENUM BRACKETS	F.R.P.
A2	14	3/8" TH. x 4" W. x 4" H. x 2" DP. BRACKET	F.R.P.
A1	2	3/8" TH. x 4" W. x 4" H. x 4" DP. BRACKET	F.R.P.

ACCESSORIES

VENT-----	N6	1	8" IPS GOOSENECK VENT W/ PVC COUPLING	F.R.P.
SALT FILL-----	N5	1	6" 150# FLANGED NOZZLE W/ CONICAL GUSSET	F.R.P.
BINDICATOR YO-YO-----	N4	1	3" N.P.T. NIPPLE x 8" LG.	F.R.P.
DRAIN-----	N3B	1	3" 150# BLIND FLANGE W/ S.S. BOLTS & BUNA-N GASKET	F.R.P.
BRINE OUTLET-----	N3	1	3" 150# SIDE-BOTTOM FLANGED NOZZLE W/ (1) PLATE GUSSET	F.R.P.
WATER FILL-----	N2	1	2" 150# DOUBLE FLANGED NOZZLE W/ EXTERNAL CONICAL GUSSET	F.R.P.
SEE NOTE #2-----	N1	1	1 1/4" N.P.T. FULL COUPLING	F.R.P.


NOZZLES

M4	1	32" DIA. COVER PLATE W/ S.S. BOLTS & BUNA-N GASKET	F.R.P.
M3	1	24" DIA. SIDE MANHOLE	F.R.P.
M2	1	28" DIA. LOOSE HINGED COVER W/ F.R.P. HANDLE & SHIPPING BOLTS ONLY	F.R.P.
M1	1	24" DIA. TOP MANHOLE	F.R.P.

MANHOLES

2	4	HOLD DOWN LUGS No. 8	C.S. POWDER COATED
1	4	LIFTING LUGS No. 7	C.S. POWDER COATED

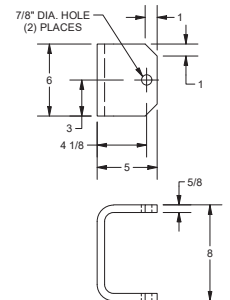
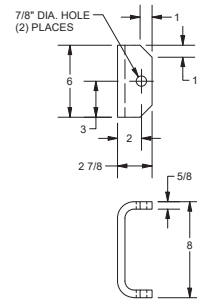
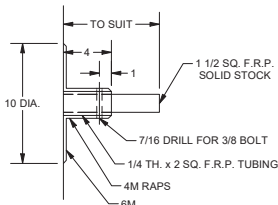
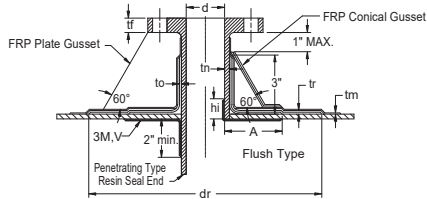
TANK COMPONENTS



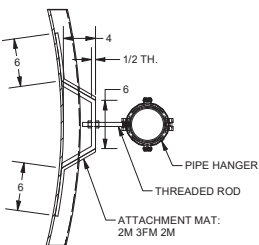
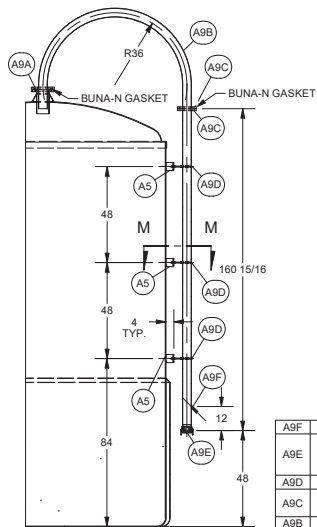
ORIENTATION PAGE

120" DIA. x 192" S.S. x 212" HIGH F.R.P. TANK

DATE: 12/12/2019	ORDER No.:	DRAWN BY:
SCALE: NONE	MODEL No. (1) C-DFV-10-8483	CHECKED BY:
CUSTOMER:		
REP:	DWG. No. D-	SHEET NO. 3 OF 5

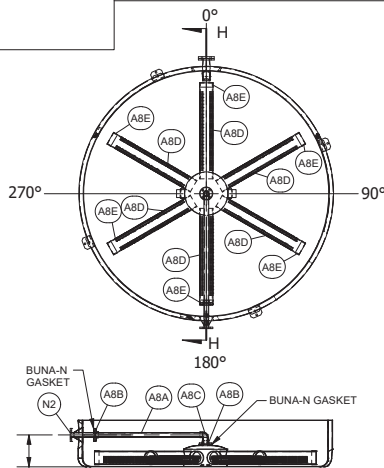


ATTACHMENT CHART



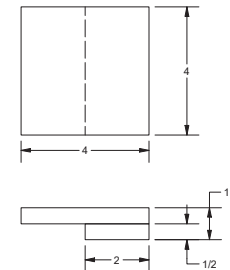
ITEM	QTY	DESCRIPTION	MATERIAL
A9F	1	3/4" NPT NIPPLE	304 S.S.
A9E	1	4" DIA. FEMALE THREADED KAMLOCK W/ DUST CAP & 12" LG. CHAIN	304 S.S.
A9D	3	4" SPLIT RING HANGER	304 S.S.
A9C	2	4" 150# MATING FLANGES W/ S.S. BOLTS & BUNA-N GASKET	304 S.S.
A9B	1	4" SCH. 10 x TO SUIT LG. PIPE	304 S.S.
A9A	1	6" 150# VAN-STONE FLANGE W/ S.S. BOLTS & BUNA-N GASKET	304 S.S.

SALT FILL ASSEMBLY



ITEM	QTY	DESCRIPTION	MATERIAL
A8E	6	6" DIA. END CAPS	POLYETHYLENE
A8D	6	6" DIA. x TO SUIT LG. SLOTTED PIPE	SCH. 40 PVC
A8C	1	2" SOC. ELBOW	SCH. 80 PVC
A8B	2	2" 150# SOC. VAN-STONE FLANGES W/ S.S. BOLTS & BUNA-N GASKETS	SCH. 80 PVC
A8A	1	2" DIA. x TO SUIT LG. PIPE	SCH. 80 PVC

BRINE OUTLET ASSEMBLY



A3 PLENUM BRACKET

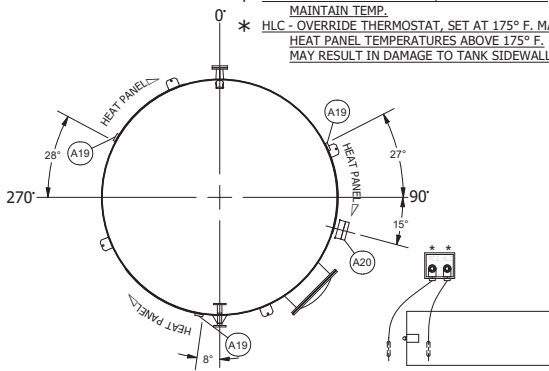


DETAIL PAGE

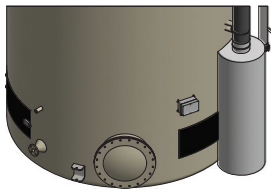
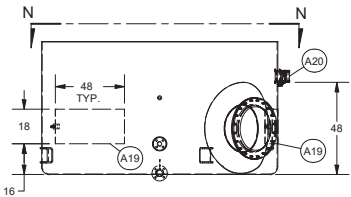
120" DIA. x 192" S.S. x 212" HIGH F.R.P. TANK

DATE: 12/12/2019	ORDER No.:	DRAWN BY:
SCALE: NONE	MODEL No. (1) C-DFV-10-9463	CHECKED BY:
CUSTOMER:		
REP:	DWG. No. D-	SHEET NO. 4 OF 5

- * PCS - CONTROL THERMOSTAT, SET AT DESIGNED MAINTAIN TEMP.
- * HLC - OVERRIDE THERMOSTAT, SET AT 175° F. MAX. HEAT PANEL TEMPERATURES ABOVE 175° F. MAY RESULT IN DAMAGE TO TANK SIDEWALL



VIEW N-N

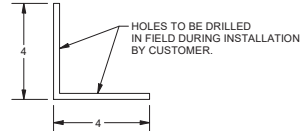


CAUTION
LIQUID LEVEL MUST BE ABOVE HEATING PANELS TO FUNCTION PROPERLY

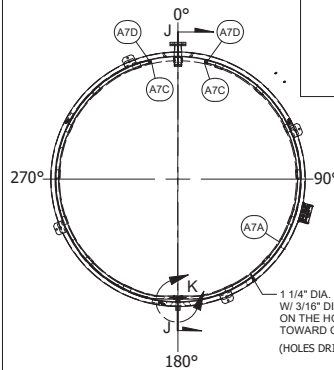
NOTICE
PRIOR TO INSTALLATION ON TO TOP OF TANK ALL OTHER GUIDELINES SHOULD BE FOLLOWED

WARNING
FOR SAFETY PURPOSES TANKER MUST BE KEPT TO PROTECT AREA. EXCESSIVE HEAT OR CORROSION PRODUCT CONTACT WILL SEVERELY REDUCE SERVICE LIFE.

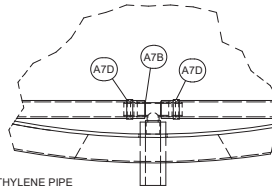
LADDER TAG



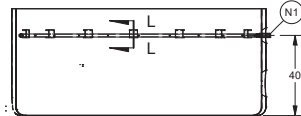
LADDER CLIP
MAT'L: C.S., PRIMED



1 1/4" DIA. POLYETHYLENE PIPE W/ 3/16" DIA. HOLES 12" O.C. ON THE HORIZONTAL PLANE TOWARD CENTER OF TANK. (HOLES DRILLED BY B.T.T.)



DETAIL K



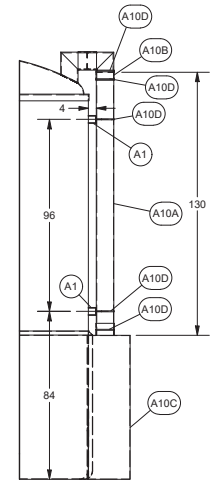
WATER DISTRIBUTOR ASSEMBLY



SECTION L-L

ITEM	QTY	DESCRIPTION	MATERIAL
A7D	4	HOSE CLAMPS	S.S.
A7C	2	1" THREADED PLUGS	SCH. 80 PVC
A7B	1	1 1/4" COMB. INS. TEE MPT OUTLET	SCH. 80 PVC
A7A	2	1 1/4" DIA. x TO SUIT LG. PIPE	POLYETHYLENE
ITEM	QTY	DESCRIPTION	MATERIAL

WATER DISTRIBUTOR ASSEMBLY



VENT PIPE ASSEMBLY

ITEM	QTY	DESCRIPTION	MATERIAL
A10D	5	HOSE CLAMPS (LARGE)	S.S.
A10C	1	8" DUST BAG	POLYESTER FELT
A10B	1	1/8" TH. x 8" DIA. x 5" W. BOOT	EPDM
A10A	1	8" DIA. x TO SUIT LG. DUCT PIPE	GRAY PVC
ITEM	QTY	DESCRIPTION	MATERIAL

VENT PIPE ASSEMBLY



DETAIL PAGE

120" DIA. x 192" S.S. x 212" HIGH F.R.P. TANK			
DATE:	12/12/2019	ORDER No.:	DRAWN BY:
SCALE:	NONE	MODEL No.:	(1) C-DFV-10-9463
CUSTOMER:		CHECKED BY:	
REP:		DWG. No.:	D-1
		SHEET NO.:	5 OF 5

July 18, 2024

Technology International, Inc.
Lake Mary, FL

Re: Authorization Letter

To Whom It May Concern:

This letter is to confirm that Technology International, Inc., as a bidder for the **35 Ton Briner Package** in **City of Spokane(Spokane, WA 99212)**, is authorized to offer **Belding Tank Technologies** equipment having obtained a quote.

Sincerely,

35 Ton Briner Package

Name



Title

Inside Sales

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 08/19/2024**Committee Agenda type:** Consent**Date Rec'd**

7/30/2024

Clerk's File #

OPR 2024-0738

Cross Ref #**Project #****Council Meeting Date:** 09/09/2024**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Bid #**Contact Name/Phone**

LOREN SEARL 509-625-7821

Requisition #**Contact E-Mail**

LSEARL@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

BWILKERSON KKLITZKE

Agenda Item Name

4100 WELL ELECTRIC ONSITE SODIUM HYPOCHLORITE GENERATION (OSG)

Agenda Wording

Well Electric pump station is in the process of upgrading from gaseous chlorine to sodium hypochlorite that will be produced onsite.

Summary (Background)

Well Electric pump station is in the process of upgrading our disinfecting chemical from gaseous chlorine to sodium hypochlorite that will be produced onsite. This will remove a hazardous chemical from a building that is occupied by the public and City staff. This purchase is for onsite sodium hypochlorite generators (OSG) and related equipment package. The OSG equipment takes brine and uses an electrolysis process to create liquid sodium hypochlorite for disinfecting.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 336,119.94

Current Year Cost \$ 336,119.94

Subsequent Year(s) Cost \$

Narrative

Purchase specifications were put out for competitive bidding for an equipment only quote. There were 3 responses, and the lowest, responsive bidder was selected and is attached. Installation will be done by City Staff.

Amount**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

SAKAMOTO, JAMES

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

rrpenaluna@spokanecity.org

dgreenlund@spokanecity.org

crickman@spokanecity.org

nrussell@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	August 19, 2024
Submitting Department	Water Department
Contact Name	Loren Searl
Contact Email & Phone	lsearl@spokanecity.org 509-625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Well Electric Onsite Sodium-Hypochlorite Generation (OSG)
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	Well Electric pump station is in the process of upgrading our disinfecting chemical from gaseous chlorine to sodium hypochlorite that will be produced onsite. This will remove a hazardous chemical from a building that is occupied by the public and City staff. This purchase is for onsite sodium hypochlorite generators (OSG) and related equipment package. The OSG equipment takes brine and uses an electrolysis process to create liquid sodium hypochlorite for disinfecting.
<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>\$336,119.94</u></p> <p> Current year cost: \$336,119.94</p> <p> Subsequent year(s) cost: N/A</p> <p>Narrative: <u>Purchase specifications were put out for competitive bidding for an equipment only quote. There were 3 responses and the lowest, responsive bidder was selected and is attached. Installation will be done by City Staff.</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? N/A</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 will specifically allow the Well Electric well station to remove a hazardous chemical from a building occupied by the public and City staff, and continue to provide millions of gallons of clean, safe drinking water from one of our primary wells.

- 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.

Bid Response Summary

Bid Number ITB 6190-24
Bid Title On-Site Sodium Hypochlorite Generators and related equipment
Due Date Monday, July 29, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company De nora water
Submitted By ashok gokul - Monday, July 29, 2024 7:55:33 AM [(UTC-08:00) Pacific Time (US & Canada)]
 ashok.gokul@denora.com 2813028633

Comments

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	1.	ADDENDA. Indicate how many Addenda Contractor acknowledges receipt of. If none were issued enter "0".	3
Contact			
	1.	Please indicate the appropriate point of contact (including phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Emile Musallam, 408.309.1549, emile.musallam@denora.com
Council Approval			
	1.	This purchase is subject to City Council approval. Approval is anticipated by early September 2024. The City assumes no obligation to purchase until the purchase is approved by Council and a City purchase order is issued.	I agree
General			
	1. Background	Furnish and deliver new equipment for an on-site, sodium hypochlorite generators as listed in these specifications. Provide one (1) day of onsite startup to be scheduled at a later date. No other services, installation set-up, or integration are part of this project.	I agree
	2. Related Documents	Design drawings included in the document section are for reference only. The Specification Document in the Document section shall be the sole source for which to quote against. Any questions must be addressed in the clarification section before submittals are sent.	I agree
	3.1 Vendor	All equipment submitted against this ITB must be sold and serviced by a single vendor. Multiple vendors supplying different equipment on a single submittal will be rejected.	I agree

3.2 Vendor	The vendor must be capable of responding to outages by phone within 1 hour, and capable of being on site for warranty work within 24 hours.	I agree
3.3 Vendor	The vendor must be the authorized representative for the submitted equipment manufacturer(s) for the Spokane, WA area. Documentation from the manufacturer delineating this authorization must be included in the submittal	I agree
3.4 Vendor	Submit Authorized representative documentation. Documentation must be submitted as a single document.	Washington - 3-29-2022 - 03-28-2026.pdf
3.5 Vendor	The vendor shall honor all factory warranties from the date of final acceptance.	I agree
3.6 Vendor	The vendor shall have access to common replacement parts and shall be capable of delivery within 24 hours.	I agree
4.1 Quality Assurance	Listing by Underwriters Laboratories (UL) or Canadian standards Association (CSA) shall be provided for relevant equipment.	I agree
4.2 Quality Assurance	Listing by National Science Foundation (NSF), and/or American National standards Institute (ANSI) for standards 61-2023 shall be provided for relevant equipment.	I agree
4.3 Quality Assurance	Upload UL, NSF and or ANSI for relevant equipment	DENORA NSF61 LISTING.pdf
4.4 Quality Assurance	All equipment shall comply with the latest revisions of applicable industry standards.	I agree
4.5 Quality Assurance	All documentation of testing and quality control must accompany delivered equipment.	I agree
5.1 Startup	Vendor shall provide an experienced technician to be onsite for one (1) day (8 hours) for startup. This startup service shall be part of the submittal and vendor shall provide for travel, accommodations, and compensation.	I agree
5.2 Startup	Start up commissioning will be scheduled at a later date.	I agree
Technical Specifications		
1.	Any technical specifications and general provisions are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of this quote.	I agree
2.	All equipment shall have a clearly visible manufacturers label.	I Agree
3.	All equipment shall be provided with O&M manuals and shop drawings.	I agree
4.	All painted surfaces shall have primer coat and a finish coat at minimum.	I agree

5.	Unless otherwise specified, all electrical equipment shall be NEMA 1 or better.	I agree
6.	Submittals shall be a complete package that includes cut-sheets, shop drawings, specifications, unit cost, total cost, shipping and taxes as applicable to the products submitted. The City of Spokane reserves the right to reject submittals that are incomplete or unfinished. Submittals must be signed by the appropriate contact with the vendor	I agree
7.	Upload Submittal documents (Cut-sheets, shop drawings and specifications) Combine documents as needed. Only one document can be uploaded in this line item.	P-133330 Q-29931 FIRM Proposal ClorTec-150 C Rev 2.pdf
8.	Upload any additional Submittal documents (Cut-sheets, shop drawings and specifications) Combine documents as needed. Only one document can be uploaded in this line item.	
9.	Bidders must submit cover letters stating the qualifications for supplying specified product with the City of Spokane. Cover letter must be signed by the appropriate contact with the vendor.	P-133330-Introductory Letter signed.pdf
10.	I have downloaded the Specifications Document in the Documents Tab and Verify that all products adhere to the specifications of the document.	I agree
Additional Items		
1	The City of Spokane shall have the right to purchase additional quantities of these items at the quoted price within one (1) year of the closing of this request. Supplier agrees to sell at the same price, terms, and conditions.	Yes
Delivery		
1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	I agree
2	All products shall be ordered/delivered FOB: Destination to City of Spokane Upriver Hydroelectric Project, 2701 N Waterworks St, Spokane WA 99212	I Agree
3	Partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	I agree

4	Supplier specifies, if awarded, all product shall be delivered within the following number of business days ARO:	100
6.	All equipment shall be securely mounted to wooden skids, pallets or be boxed. All skids or boxes shall be capable of being moved by lift trucks or pallet jacks. Weights and/or special handling instructions shall be clearly labeled.	I agree
7.	Any equipment that cannot be subjected to inclement weather or humidity shall be clearly labeled on the outside of the packaging.	I agree
8.	City of Spokane staff will inspect equipment at delivery for damage and against project submittals.	I agree
9.	Delivery shall be coordinated with Upriver staff at least 2 days prior to delivery	I agree
10.	All packaging shall be clearly labeled as to contents.	I agree
Payment Terms		
1	Payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) 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 immediate make every effort to settle the disputed amount.	I agree
2	Visa credit card payment shall be accepted at no additional fee (if no, supplier shall accept a City purchase order).	I do not agree
Sales Tax		
1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree
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

1.1	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree
2.	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.	I agree
Rejection of Bids		
1.	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	I agree
Award of Contract		
1.	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. Any order resulting from award will be submitted by Purchasing. Unsuccessful Bidders will not automatically be notified of Bid results.	I agree
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
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

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
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
<p>Minority Business Enterprise</p>		
1.	<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>	Is not
<p>Small Business</p>		
1.	<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>	Is not
<p>Non-Collusion</p>		
1.	<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>	I agree
<p>Interlocal Purchase Agreements</p>		
<p></p>		

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 Bidder 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 supplier's review and approval at the time of a requested contract. The Supplier's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	I agree
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.	Acknowledged and Agreed
2	Supplier's Business Registration No.	602-209-053
Terms & Conditions		
1	Submission of a response to this request constitutes acceptance of the Terms & Conditions so named in the 'Documents' tab.	I agree
Polychlorinated Biphenyls (PCBs)		
1	In accordance with SMC 7.06.172(A), the respondent certifies that the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). 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 respondent 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.	I agree

2	As far as you know, has this product type 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?	
4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
5	If so, note from whom the results can be obtained.	
6	Do you have reason to believe the product contains measurable levels of PCBs?	No
7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
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
Product - Must Meet all Technical Specifications detailed in Specifications Document								
	1.	On-Site Sodium Hypochlorite Generator	Base	Each	2.00	\$88,714.00	\$177,428.00	Includes Startup, Engineering, Documentation, Crating, Freight to the site
	2.	Master Control Cabinet/OSG control system (shipped loose)	Base	Each	1.00	\$15,783.00	\$15,783.00	

3.	Transformer rectifiers for OSG system (shipped loose)	Base	Each	2.00	\$26,447.00	\$52,894.00	
4.	Water softener system (shipped loose)	Base	Each	1.00	\$1,369.00	\$1,369.00	
5.	OSG Generator Maintenance kit	Base	Each	1.00	\$33,676.00	\$33,676.00	Includes 2 spare cell assemblies, 1 spare of each sensor, spare cartridges for filters, spare fuses, standard maintenance kit for the generator
6.	Hypochlorite storage tanks (shipped loose)	Base	Each	2.00	\$9,504.50	\$19,009.00	
7.	Ventilation System for OSG package	Base	Each	1.00	\$8,207.00	\$8,207.00	Includes Blowers, H2 detector, pitot tube, check valve, differential pressure switches
Total Base Bid					\$308,366.00		



OFFICIAL LISTING

NSF certifies that the products appearing on this Listing conform to the requirements of
NSF/ANSI/CAN 61 - Drinking Water System Components - Health Effects

This is the Official Listing recorded on June 10, 2024.

De Nora Water Technologies, LLC
1110 Industrial Boulevard
Sugar Land, TX 77478
281-240-6770

Facility: Sugar Land, TX

Mechanical Devices

Trade Name	Size	Water Contact Temp	Water Contact Material
Chemical Generators [1] [G]			
Miox 4-AE	[2]	CLD 23	MLTPL
Miox 6-AE	[3]	CLD 23	MLTPL
Miox 8-AE	[4]	CLD 23	MLTPL
ClorTec 25-V	[5]	CLD 23	MLTPL
ClorTec 25-V-SC	[6]	CLD 23	MLTPL
ClorTec 50-V	[5]	CLD 23	MLTPL
ClorTec 50-V-SC	[6]	CLD 23	MLTPL
ClorTec 75-V	[5]	CLD 23	MLTPL
ClorTec 75-V-SC	[6]	CLD 23	MLTPL
ClorTec 100-R	[7] [8]	CLD 23	MLTPL
ClorTec 100-V	[5]	CLD 23	MLTPL
ClorTec 100-V-SC	[6]	CLD 23	MLTPL
ClorTec 200-R	[7] [8]	CLD 23	MLTPL
ClorTec 300-R	[7] [8]	CLD 23	MLTPL
ClorTec 400-R	[7] [8]	CLD 23	MLTPL
ClorTec 500-R	[7] [8]	CLD 23	MLTPL
ClorTec 500-RS [9]	[10]	CLD 23	MLTPL
ClorTec 1000-RS [9]	[10]	CLD 23	MLTPL
ClorTec 1500-RS [9]	[10]	CLD 23	MLTPL
ClorTec 2000-RS [9]	[10]	CLD 23	MLTPL
ClorTec 75-C	[11]	CLD 23	MLTPL
ClorTec 100-C	[11]	CLD 23	MLTPL
ClorTec 150-C	[11]	CLD 23	MLTPL
ClorTec 200-C	[11]	CLD 23	MLTPL
ClorTec 225-C	[11]	CLD 23	MLTPL
ClorTec 300-C	[11]	CLD 23	MLTPL
ClorTec 450-C	[11]	CLD 23	MLTPL
ClorTec 600-C	[11]	CLD 23	MLTPL
ClorTec 750-C	[11]	CLD 23	MLTPL
ClorTec 900-C	[11]	CLD 23	MLTPL
ClorTec 1200-C	[11]	CLD 23	MLTPL

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.



ClorTec 1500-C	[11]	CLD 23	MLTPL
ClorTec 1800-C	[11]	CLD 23	MLTPL
ClorTec 2400-C	[11]	CLD 23	MLTPL
ClorTec 3000-C	[11]	CLD 23	MLTPL
ClorTec 12-C	[11]	CLD 23	MLTPL
ClorTec 24-C	[11]	CLD 23	MLTPL
ClorTec 36-C	[11]	CLD 23	MLTPL
MIOX 15-V-SC	[12]	CLD 23	MLTPL
MIOX 30-V-SC	[12]	CLD 23	MLTPL
MIOX 45-V-SC	[12]	CLD 23	MLTPL
MIOX 60-R-SC	[8] [13]	CLD 23	MLTPL
MIOX 60-V-SC	[12]	CLD 23	MLTPL
MIOX 120-R-SC	[8] [13]	CLD 23	MLTPL
MIOX 240-R-SC	[8] [13]	CLD 23	MLTPL
MIOX 280-R-SC	[8] [13]	CLD 23	MLTPL
MIOX 300-R-SC	[8] [13]	CLD 23	MLTPL
MIOX 300-RS-SC ^[9]	[14]	CLD 23	MLTPL
MIOX 600-RS-SC ^[9]	[14]	CLD 23	MLTPL
MIOX 900-RS-SC ^[9]	[14]	CLD 23	MLTPL
MIOX 1200-RS-SC ^[9]	[14]	CLD 23	MLTPL
Miox 1 ^[9]	[15]	CLD 23	MLTPL
Miox 2 ^[9]	[15]	CLD 23	MLTPL
Miox 3.5 ^[9]	[17]	CLD 23	MLTPL
Rio Grande	[16]	CLD 23	MLTPL
T-6	[11]	CLD 23	MLTPL
T-12	[11]	CLD 23	MLTPL
T-24	[11]	CLD 23	MLTPL
T-36	[11]	CLD 23	MLTPL

[1] Certification of this product has been performed to the health effects requirements of NSF/ANSI/CAN 61, which assesses the acceptability of potential extractants from the chemical generator. No evaluation has been performed on the strength or efficacy of the chemical(s) generated. As unit operation, maintenance and the consistency of source ingredients may affect the performance of the unit, the ensuing chemical(s) is not certified by NSF to NSF/ANSI/CAN 60.

[2] Certification of the Miox 4-AE mixed oxidant units is based on a mixed oxidant solution of 3,800 mg/L (+/- 1,000) free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.

[3] Certification of the Miox 6-AE mixed oxidant units is based on a mixed oxidant solution of 4,200 mg/L (+/- 1,000) free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.

[4] Certification of the Miox 8-AE mixed oxidant units is based on a mixed oxidant solution of 5,000 mg/L (+/- 1,000) free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.

[5] Certification of the ClorTec 25, ClorTec 50, ClorTec 75, and ClorTec 100 Self Cleaning HYPO Units is based on a 8,000 mg/L (+/- 1,000) sodium hypochlorite solution (measured as FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L.

[6] Certification of the ClorTec 25, ClorTec 50, ClorTec 75, and ClorTec 100 Self Cleaning HYPO Units is based on a 5,500-9,000 mg/L sodium hypochlorite solution (measured as FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L.

[7] Certification of the ClorTec units is based on a <= 8,000 mg/L sodium hypochlorite solution (measured as FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L.

[8] Certification is based on a minimum of 720,000 gallons of water treated per day.

[9] Certification does not include the optional integrated brine tank.

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.



- [G] Product is Certified to NSF/ANSI 372 and conforms with the lead content requirements for "lead free" plumbing as defined by California, Vermont, Maryland, and Louisiana state laws and the U.S. Safe Drinking Water Act.

- [10] Certification of the ClorTec 500-RS, ClorTec 1000-RS, ClorTec 1500-RS, and ClorTec 2000-RS is based on a sodium hypochlorite solution of 8,000 mg/L (+/- 1,000) free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.
- [11] Certified for a 0.8% ± 0.05% sodium hypochlorite solution with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.
- [12] Certification of the MIOX 15, MIOX 30, MIOX 45, and MIOX 60 Self Cleaning MIXED OXIDANT units is based on a mixed oxidant solution 4500 mg/L (+/- 1,000) free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.
- [13] Certification of the MIOX units is based on a mixed oxidant solution ≤ 4,500 mg/L free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.
- [14] Certification of MIOX 300-RS-SC, MIOX 600-RS-SC, MIOX 900-RS-SC, and MIOX 1200-RS-SC is based on a mixed oxidant solution of 4,500 mg/L (+/- 1,000) free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.
- [15] Certification of the MIOX 1 and MIOX 2 mixed oxidant units is based on a mixed oxidant solution of 4,000 mg/L (+/- 1,000) free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.
- [16] Certification of the Rio Grande mixed oxidant units is based on a mixed oxidant solution of 4,500 mg/L (+/- 1,000) free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water. Certification of the Rio Grande hypochlorite units is based on a hypochlorite solution of 8,000 mg/L (+/- 1,000) free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.
- [17] Certification of the MIOX 3.5 mixed oxidant unit is based on a mixed oxidant solution of 6,000 mg/L (+/- 1,000) free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.

ClorTec® On-site Sodium Hypochlorite Generation



Firm Proposal:

City of Spokane

Model: ClorTec 150-C Rack

Project Name: Spokane Onsite

Proposal Number: P-133330 Q-29931 Rev. 2

Date: 29 JUL 2024



De Nora Water Technologies, LLC

1110 Industrial Boulevard

Sugar Land, TX 77478

United States of America

Tel: +1 281 240 6770



P-133330 Q-29931 Rev. 2

Date: 29 JUL 2024
Customer Name: City of Spokane
Project Name: Spokane Onsite
Project Location: Washington
RFQ Reference: E-Mail
Proposal No: P-133330 Q-29931 Rev. 2

Attn: To whom it may concern,

On behalf of De Nora Water Technologies LLC, we are pleased to present our proposal for the Spokane Onsite project. De Nora Water Technologies - ClorTec technology has been effectively implemented worldwide and we are excited for the opportunity to provide our on-site sodium hypochlorite generation system for this project.

Some specific benefits of the ClorTec on-site sodium hypochlorite generation system are:

- A system offering the highest efficiency in the industry with the guaranteed lowest consumption of salt and electricity.
- An experienced manufacturer/supplier with 3,000 installed ClorTec® systems worldwide and a significant global market share of large municipal installations.
- Proven titanium electrodes providing an unmatched robust design and durability.
- Standard multi-layered safety design including a hydrogen detector for generator room, as well as various integral devices eliminating any possibility of operator error.
- An optimized hydrogen dilution system including vent stacks, as applicable, and tank blowers.
- A sophisticated rectifier feature allowing the system to regulate current and voltage input and adjust for any inherent variations, making the process even more efficient.
- On-site hypochlorite generation systems that have been fully integrated into the overall plant and recognize the importance of Public Health and Safety.

Some general benefits associated with ClorTec® on-site systems:

- Eliminated bulk storage of chemicals
- No transportation liabilities
- Reduced threat to public safety

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Page 2

DE NORA WATER TECHNOLOGIES, LLC

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Mail info.dnwt@denora.com **Web** www.denora.com



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- Lower disinfection byproducts
- Consistent solution concentration
- A simple, cost effective product
- Reduced risk to plant personnel because of drastically reduced hazardous material (HazMat) storage and handling requirements.

We have enclosed a detailed proposal for your review and evaluation that has been prepared per your bid request and technical specifications. Please feel free to contact our local regional sales manager, rep agency or myself should you have any questions.

ASHOK Gokul

Proposal Engineer

ASHOK.Gokul@denora.com

cc: Emile Musallam

Regional Sales Manager

Cell +1 408.309.1549

emile.musallam@denora.com



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This proposal is provided to the Buyer for confidential use in connection with the evaluation of this project. The information provided herein is limited to the specific purpose for which it is submitted. It may not be disclosed to any third parties or be reproduced in any form, without the written permission of the Seller.

It is understood that all of the technical details, specifications and other features of the process and equipment described in this proposal are of a preliminary nature only. The Seller reserves the right to modify, delete, or add to them during completion of detailed engineering. These changes shall be incorporated in the final designs at Buyer's cost, and further provided that the overall performance and guarantees are maintained.

This proposal will not constitute a binding obligation of Seller until it is accepted by Buyer and a formal agreement is reached between Buyer and Seller and entered into force by written instruments duly signed by the legal representative of each party. This Offer shall be subject to the conditions precedent that: (i) a satisfactory due diligence is carried out by DN on the client, the end user of the products as well as on the other persons and entities involved in the transaction, in adherence with EU and US legislation applicable to business transaction with [name of the country] and (ii) DN receives satisfactory legal advice on the absence of EU and US export control restrictions on the products to be supplied by our company

1. Scope of Supply

Equipment Description – ClorTec 150-C Rack System

DNWT is proposing our ClorTec® system capable of producing 150-lbs per day chlorine equivalent. Please find below the list of all the items provided for the generator system.

Factory Pre-Assembled Rack:

Two (2)	Powder-coated carbon steel frame with brine proportioning system, drain valve, acid cleaning by-pass valves, solenoid valve, flow switch, and filters. <ul style="list-style-type: none"> • New ClorTec Gen III High Efficiency Electrochlorination system that delivers up to 15% operating cost savings
Four (4)	75 PPD DSA titanium electrodes with temp/level controls, DC Copper connection points and safety covers, assembled in a clear acrylic housing. Factory plumbed and mounted on above rack.

Equipment Supplied as Loose Items:

Two (2)	Transformer Rectifier in a NEMA 1 corrosion-resistant painted steel enclosure: Air-cooled DC power supply / rectifier, soft start constant current with built-in DC volt/amp display, emergency shut-off switch. The rectifier is supplied with one set of D.C. cable.
One (1)	Master Control Cabinet with: <ul style="list-style-type: none"> • Painted carbon steel, NEMA 4 enclosure • Allen-Bradley Compact Logix PLC • 7" color touchscreen • Ethernet-IP connection • RS-232/485 serial port • All necessary I/O points • Safety interlocks <i>* Capable to run 150 PPD and 300 PPD system</i>
Two (2)	Hydrogen dilution system for hypochlorite Tank, consisting of two blowers (one duty/one standby) with duty blower supplied with a check valve, differential pressure switch and pitot tube and the standby blower supplied with a check valve only. <i>*Assuming the system has one (1) common vent stack which is provided by others.</i>

One (1)	Kinetico, dual tank, continuous operation, automatic regenerating water softener
Two (2)	2750 gallon XLPE hypochlorite storage tank with PVC bulkhead fittings, and drain. 24" manway opening with EPDM gasket.
Two (2)	4-20ma Ultrasonic Level Sensor for hypochlorite storage tank
Six (6)	20 micron 10" inline filters in clear PVC housing
Four (4)	Pressure regulating valve
Two (2)	Inlet Water Solenoid Valve
One (1)	Hydrogen detector for generator room by RKI instruments (required safety feature). <i>* An additional detector will be required if the hypo storage tanks are located indoors in a separate room.</i>
One (1)	Maintenance Kit which consists of the following items, <ul style="list-style-type: none"> • Replacement Filters (2) • Conductive Grease • T-9 Torx L-Key for brine pump • Salinity Test Kit • Hardness Test Kit • Chlorine Test Kit • Laminated Temperature/Salinity Chart • Log Book • 20" Toolbox

Spare Parts

One (1)	MCT Spare parts kit which consists of the following, <ul style="list-style-type: none"> • Cell Assembly (with electrodes) – (2) • H2 Sensor – (2) • Level Sensor - (2) • Spare Cartridge for Filters – (2) • Fuse, 3AMP, 125VDC, Fast Acting Ceramic – (1) • Fuse, 4AMP, 250VAC/125VDC, Fast Acting Ceramic – (2)
----------------	---

**This proposal is based on Brine Tank, Dosing System, being provided by Customer.*

Technical Services

Engineering & Documentation:

- One (1) electronic set of Shop Drawing & Product Data submittals.
- One (1) electronic copy of Operation & Maintenance Manuals.

Installation Inspection, Start-up & Training

- Our proposal includes **TWO (2) days** on-site for Installation Inspection, Start-up & training of the system.
- This proposal excludes any pre-start up or pre-installation consulting. If such service is required, it will be priced separately upon request.
- Proposed services are based on **One (1) trip**. Should additional trips be required due to circumstances out of ClorTec control, such as uninstalled equipment, lack of power, lack of water, etc., a cost adder will apply.
- The above listed services must be provided by a DNWT, ClorTec® factory trained technician or a factory authorized third party. Failure to comply will void the warranty. A list of such authorized third parties is available upon request.

2. General Clarifications & Exclusions

Clarifications

1.	This proposal reflects standard ClorTec equipment, no specifications apply.
2.	DNWT shall not be obligated to establish or verify the accuracy of the information furnished by the Customer or Engineer nor shall DNWT be responsible for the impact or effect on the Materials and any services provided based on the information furnished by the Customer or Engineer in the event that such information contains errors and/or omissions. DNWT design shall be based solely on the provided specifications and not the application. Any changes in the design or equipment selection shall be priced separately as a change order.
3.	Inlet water and salt must meet the requirements stated in the standard operating conditions listed below for proper electrode operation and efficiency.
4.	The hydrogen dilution system maintains hydrogen byproduct at 25% of LEL.
5.	This proposal is based on supplying one set of four DC cables for each rectifier, each with standard length of 25 feet (total 100 linear feet). The length of cable will be physically measured during the installation of equipment and reported to DNWT prior to the shipment of cables to the job site. If the reported length exceeds 25 feet, a cost adder will apply.
6.	A hydrogen detector for generator room is a recommended safety feature.
7.	This proposal is based on the assumption that the manganese level in the inlet water to the unit is less than 10 PPB. A green sand filter will be required if the Mn level is above 10 PPB and shall be priced separately upon request.
8.	Please note the recommended supply water temperature must be between 65°F-80°F. A Water heater or Chiller will be required if the supply water temperature falls out of the recommended temperature range and shall be priced separately upon request.
9.	Metering pumps to be controlled by owner's PLC (4-20mA signal to VFD). Programming associated with the pumps to be provided by others.
10.	Complete assemblies are defined as "factory pre-assembled." Otherwise, all system components reflected in the above scope will be supplied as loose items and will be assembled and INSTALLED in the field by the party performing the installation in accordance with ClorTec® recommendations. This includes all stands, backboards, skids, enclosures, panels, etc. and any associated devices or equipment.

Exclusions

1.	Sales, Permits, Licenses and fees, and all other taxes.
2.	Civil, Structural, Architectural and Design work of any kind.
3.	Installation of the On-site Sodium Hypochlorite Generation System, hypochlorite or brine tanks and accessories including but not limited to, ladders, railings, decking, fill lines and vent lines, interconnect pipe, pipe supports, valves and fittings not part of the equipment or installation material.
4.	Electrical power and underground conduit to provided equipment or any other equipment.
5.	Injection line piping from any equipment to the injection point, feed water piping to the equipment.
6.	All testing and system verifications other than DNWT ClorTec standards.
7.	Painting or special finishes other than manufacturer's standard.
8.	Salt or any consumables or chemicals required for start-up and operation.
9.	Gravel for the brine tank – if applicable.
10.	Blower flexible connector – if applicable.
11.	Equipment anchor bolts.
12.	All items not specifically listed in the Scope of Supply above.

3. Price and Commercial Conditions

Price - ClorTec 150-C Rack System

Item No.	Description	Unit of Measure	Quantity	Unit Price US\$
1	On-site sodium hypochlorite generator (Includes Startup, Freight, Crating, Engineering, Documentation)	Each	2	88,714.00
2	Master Control Cabinet/OSG control system (shipped loose)	Each	1	15,783.00
3	Transformer rectifiers for OSG system (shipped loose)	Each	2	26,447.00
4	Water softener system (shipped loose)	Each	1	1,369.00
5	OSG Generator Maintenance kit (Includes 2 spare Cell assemblies, 1 spare of each sensor, spare cartridges for the filters, Fuses, etc)	Each	1	33,676.00
6	Hypochlorite storage tanks (shipped loose)	Each	2	9,504.50
7	Ventilation System for OSG package (Includes Blowers, H2 detector, pitot tube, check valve, Differential Pressure Switches)	Each	1	8,207.00

Commercial Conditions

Payment Terms: Net 30 with approved credit

Progress Payments

- 20% upon approved submittals.
- 80% Invoiced upon notification of readiness to ship (Before shipment).

Delivery: Scheduled delivery of submittals: **4 - 6** weeks after the effective date of the purchase order. The effective date of the purchase order is the date by which the buyer and DNWT have signed the purchase order.

Review and return of initial submittals by the customer must be within 4 weeks of receipt. Any subsequent submittals must be reviewed and returned within 2 weeks of receipt.

Delivery of equipment scheduled **18 to 20** weeks after approved submittals
FOB: City of Spokane Upriver Hydroelectric Project, 2701 N Waterworks St. Spokane WA 99212. (INCOTERMS 2020)

Seller may freely assign any order issued by Buyer to any of Seller's affiliates, and shall notify the Buyer of same, at its option. Seller reserves the right to manufacture, or to have manufactured at an affiliated facility worldwide, any of the Products, in whole or in part, associated with an order issued hereunder.

Terms and Conditions: De Nora Water Technologies, LLC and **City of Spokane** agree that the General Terms and Conditions of Sale set forth at <http://www.denora.com/products.html> (the "Terms") shall exclusively govern the transactions described or contemplated in this Purchase Order and any other sales or related transaction between the parties herein, and such Terms are expressly incorporated by reference herein and to any related agreements between the parties. Any additional or different terms or conditions which may appear in any communication from **City of Spokane**, including, without limitation, in any printed form provided, are hereby expressly objected to and rejected in full and shall not be effective or binding in any capacity unless expressly accepted in an authorized writing by De Nora Water Technologies, LLC, regardless of, and fully notwithstanding, De Nora Water Technologies, LLC supply of any goods and services or the execution of any document or acceptance by any person other than an officer or authorized agent of De Nora Water Technologies, LLC



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Notwithstanding any other provision of these Terms or the Seller's Documentation, unless otherwise expressly stated in the Seller's Documentation, if, at any time during the course of Seller's performance of the sale of the Products or Services, there is an unforeseen and material increase in the price of raw materials, materials, labor, or other costs of Seller associated with the Products or Services, Seller shall have the right to reasonably adjust the prices set forth in the Seller's Documentation upon written notice to the Purchaser setting forth the amount of such price adjustment and reasonably setting forth the cost changes associated therewith.



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Proposal Validity

This proposal and its attachments shall remain valid until **30 SEP 2024** after which it is withdrawn unless extended in writing by De Nora Water Technologies, LLC.

Note: One year not-to-exceed price guarantee for the proposed system or ancillaries will be adjusted for inflation in accordance with the consumer price index (as published by the Bureau of Labor and Statistics) and in accordance with precious metals commodity index (as published by Johnson Matthey) and any subsequent purchases beyond the above date will be adjusted based on (the escalation language) through 7-30-25.

For De Nora Water Technologies, LLC

ASHOK Gokul

Proposal Engineer

Proposal Number Incorporation

The DNWT proposal P-133330 Q-29931 Rev. 2 must be incorporated as a part of any agreement if awarded this project. In case of conflict between the proposal and the specifications and terms and conditions the DNWT proposal and terms and conditions shall take precedence unless otherwise negotiated.

Submittals

When submittals of shop drawings are required for approval prior to delivery, the quantity of submittals will not exceed the quantity listed in the Engineering Services section above unless otherwise specified. Copies of the of the dimension drawings, product information, necessary installation flow schematics, wiring diagrams, and operating and instruction manuals for each product quoted shall be supplied at time of delivery unless otherwise specified. If additional copies are required, a cost of \$200/copy shall apply.

Warranty Rider

De Nora Water Technologies, LLC, a De Nora company (henceforth referred to as DNWT) provides this Warranty Rider in conjunction with DNWT’s Standard Terms & Conditions of Sale.

This Warranty Rider supplements and modifies the duration of the warranty period as set forth in Article 8 of the DNWT’s Standard Terms & Conditions of Sale. The following warranty periods shall apply specifically and only to the provided equipment. DNWT warrants the provided equipment against defects in materials and workmanship for the time period listed below under normal use and service of which its products were designed as defined by the ClorTec Standard Operating Conditions delineated hereinafter. At its option, DNWT will repair, provide replacement or refurbish components.



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Equipment Warranty

The provided equipment is warranted for a period of 12 months from date of Start-up or 18 months from delivery of equipment, whichever comes first. This warranty covers the provided equipment under normal use and service only (as defined by the ClorTec Standard Operating Conditions delineated hereinafter.)

This warranty does not cover:

1. Consumable maintenance items including pH, chlorine & chemical probes, reagents or buffers, hydrogen sensor modules, and filter cartridges.
2. "Acts of God" or unavoidable natural disasters including but not limited to floods, storms, lightning, etc.
3. Theft, vandalism, or other damaging acts.
4. Intentional or accidental abuse, misuse, or neglect.
5. Failures or repairs resulting from the negligence to perform preventative maintenance in accordance with DNWT requirements.
6. Damages or defects in the product, which were caused by initial start-up, repairs or attempted repairs performed by anyone other than a DNWT authorized service provider.
7. Normal wear and tear.
8. Customer in default of any payment obligations to DNWT.
9. Abuse by abnormal system conditions including but not limited to temperature, chemical, or debris.
10. Goods that have been improperly stored by owner or its representatives prior to installation and start-up.
11. Equipment/programming which has been revised or altered by others.
12. Labour and expenses for removal and reinstallation of warranty parts.

System Efficiency

Provided that the standard operating conditions stipulated in Section 5 below are met, the system's efficiency is projected to be a maximum salt consumption of 3.0 lb salt per lb of Cl₂ equivalent generated; and a maximum power consumption of 2.0 kW-hr DC per lb of Cl₂ equivalent generated.

4. ClorTec Standard Operating Conditions

Proper system operation and electrode warranty is subject to the end-user meeting the following conditions:

Inlet Water Conditions

- Providing untreated drinking quality potable water.
- Inlet Water Temperature: Inlet water temperature must be between 65°F-80°F [18°C-27°C].
- Inlet Water Pressure: Water Pressure must be maintained per system Process & Instrumentation Diagram.

Salt Quality:

Must contain no organic binders, flow control agents or resin cleaning material, and meeting the following specifications

NaCl:	
-dry basis	96.3% minimum
-wet	93.3% minimum
Calcium Sulfate	0.30% maximum
Magnesium Chloride	0.06% maximum
Calcium Chloride	0.10% maximum
Magnesium Sulfate	0.02% maximum
Insolubles	0.1% maximum
Moisture (as H ₂ O)	3.0% maximum
Lead	0.0007% maximum
Copper	0.0003% maximum
Iron (as Fe)	0.002% maximum
Fluoride	0.00001% maximum
Manganese	<0.0002%

Water Quality:

Must be free of polymer additives, flocculants, coagulants and antiscalants. Salinity to electrolytic cell must be maintained above an average of 18,000 ppm Cl

pH	6.5 to 7.5
Hardness [Ca/Mg]	<10 ppm
Total Organic Carbon (TOC)	<2 ppm
Iron	<200 ppb
Manganese	<10 ppb
Nickel	<5 ppb
Fluoride	<1 ppm
Copper	<5ppb
Cl ₂ (free chlorine)	<2 ppm

Operational Logs

- A weekly log of water hardness at outlet of water softener must be maintained by end-user. (See Maintenance and Operation Log Book in Maintenance Kit.)
- Operational Log must be maintained detailing maintenance activities and system usage. (See Maintenance and Operation Log Book in Maintenance Kit.)

5. Disclaimers

This proposal contains proprietary or confidential information of De Nora Water technologies, LLC, Inc. (DNWT) regarding patent protected proprietary technologies and their implementation in the field, recommended uses and costs. Any such proprietary or confidential information disclosed herein is provided at buyer's request and solely for the purpose of enabling buyer to evaluate this proposal.

In receiving and reading this proposal, buyer agrees that it will not reveal or otherwise distribute its contents to any third party without DNWT's prior written consent. The foregoing limitation shall not preclude buyer from disclosing the contents of this proposal to its employees, on a need to know basis, who have the responsibility to evaluate and/or implement the program set forth in this proposal. This proposal shall at all times remain the exclusive property of DNWT until accepted by the party to which it was tendered.

This proposal is made under the DNWT standard terms and conditions of sale.

COVID-19

In the event that the performance of a contractual obligation hereunder by either party hereto is prevented, restricted, hindered, delayed or interfered with directly or indirectly in connection with the COVID-19 ("Coronavirus") pandemic or similar pandemic or epidemic and/or any measures introduced by any government authority to address such pandemics/epidemics, the party so affected shall be excused from such performance to the extent and for the duration of such prevention, restriction, hindrance, delay or interference, and shall not be liable for any costs or damages.

Each party shall exercise reasonable efforts to resolve any impediment, however, neither Party shall be obligated to incur additional costs of more than 5% of the order value. The party affected should give notice to the other party as soon as practicable of the prevention, restriction, hindrance, delay or interference with its performance.

6. Supporting Documents

The documents listed below form an integral part of this offer.

- General Arrangement Drawing
- Process and Instrumentation Drawing
- DNWT LLC Electrode Warranty ClorTec April 2016
- DNWT LLC General Terms and Conditions at <http://www.denora.com/products.html>

- P-133330 Q-29931 Clarifications & Deviations List Rev 0
- ClorTec Installations List
- Standard ClorTec Specifications
- Product Literature

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P-133330 Q-29931 Rev. 2

7. Signatures

In the event that this Proposal P-133330 Q-29931 Rev. 2 is executed by **City of Spokane**'s duly authorized representative and/or signatory then all terms and conditions of this Proposal, including but not limited to all matters pertaining to pricing and specification, commercial terms and the Standard Terms and Conditions of Sale as included herein, are deemed to be accepted by **City of Spokane**. In the event that **City of Spokane** issues a Purchase Order containing any other terms and conditions, such terms shall be of no effect unless expressly agreed to in writing by a duly authorized representative of De Nora Water Technologies, LLC This proposal is executed by:

This proposal is executed by:

City of Spokane, _____, _____, _____ XXXXX

Name: _____

Title: _____

Signature: _____

Date: _____

Purchase Order Number: _____

Purchase Order Amount: _____

Shipping Address: _____

De Nora Water Technologies, LLC, 1110 Industrial Blvd., Sugar Land Texas 77478

Name: _____

Title: _____

Signature: _____

Date: _____



our research - your future



VENDOR DEVIATION & CLARIFICATION LIST

Customer:	City of Spokane	Proposal Number:	P-133330
Project:	Bid ITB 6190-24	Package Tag:	
Equipment Name:	2xCT-150	Date:	24-Jul-24

Item	Specification Number & Name	Section	Reason for Clarification / Deviation	Comment	Open/ Closed
------	-----------------------------	---------	--------------------------------------	---------	-----------------

Note: Only those project specifications specifically listed below were reviewed or considered for this offer. Sub-listed project specifications and specifications not specifically identified below are not considered and are hereby excluded.

1	Bid ITB 6190-24	Terms and Conditions	<p>Clarification: “De Nora Water Technologies, LLC reserves the right to negotiate final mutually agreeable terms and conditions upon being awarded the project. We respectfully reserve the right to negotiate additional contract terms and deviations to the technical specifications upon being awarded the project. Provided however, De Nora’s bid is subject to the following: Notwithstanding any other terms in this Bid or any associated documentation or future purchase orders, the total aggregate liability of De Nora for any and all causes of action arising out of the goods and/or services to be performed by De Nora as part of this project or any associated purchase orders, including but not limited to warranty claims hereunder, shall not exceed the purchase price payable pursuant to the project. In no event shall De Nora be liable, either directly or as indemnitor of Purchaser, for any special, punitive, incidental, indirect, consequential, exemplary, or punitive damages, including but not limited to damages for loss of use, loss or income or loss of profit. All of Purchaser’s claims or actions of any description whatsoever against De Nora shall be brought not later than one (1) year after the occurrence of the event upon which each such claim or action is based.”</p>		
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VENDOR DEVIATION & CLARIFICATION LIST

Customer:	City of Spokane	Proposal Number:	P-133330
Project:	Bid ITB 6190-24	Package Tag:	
Equipment Name:	2xCT-150	Date:	24-Jul-24

Item	Specification Number & Name	Section	Reason for Clarification / Deviation	Comment	Open/ Closed
2	Bid ITB 6190-24	Terms and Conditions	Clarification: <ol style="list-style-type: none"> Will there be additional terms and conditions associated with any Purchase Order that will be issued once the project is awarded? Will there be an opportunity to negotiate final mutually agreeable terms and conditions upon being awarded the project? Is the City willing to entertain a limitation of liability provision on behalf of the Supplier as part of the terms and conditions once the project is awarded? 		
3	Bid ITB 6190-24	Response 3.5 Vendor The vendor shall honor all factory warranties from the date of final acceptance.	Clarification: DENORA can honor from Final Acceptance so long as it does not exceed 180 days from delivery.		
4	Bid ITB 6190-24	Response 6. Technical Specification Submittals shall be a complete package that includes cut-sheets, shop	Clarification: DENORA will provide a submittal package that includes the cut sheet, shop drawings and specifications. Components or equipment unit cost shall be excluded as this information is proprietary.		



VENDOR DEVIATION & CLARIFICATION LIST

Customer:	City of Spokane	Proposal Number:	P-133330
Project:	Bid ITB 6190-24	Package Tag:	
Equipment Name:	2xCT-150	Date:	24-Jul-24

Item	Specification Number & Name	Section	Reason for Clarification / Deviation	Comment	Open/ Closed
		drawings, specifications, unit cost, total cost, shipping and taxes as applicable to the products submitted. The City of Spokane reserves the right to reject submittals that are incomplete or unfinished. Submittals must be signed by the appropriate contact with the vendor			
5	Bid ITB 6190-24	<p>Response</p> <p>1.Additional Items</p> <p>The City of Spokane shall have the right to purchase additional quantities of these items at the quoted price within one (1) year of the closing of this request. Supplier agrees to sell at the same price, terms, and conditions</p>	<p>Clarification:</p> <p>One year not-to-exceed price guarantee for the proposed system or ancillaries will be adjusted for inflation in accordance with the consumer price index (as published by the Bureau of Labor and Statistics) and in accordance with precious metals commodity index (as published by Johnson Matthey).</p>		
6	Bid ITB 6190-24	<p>Response</p> <p>Polychlorinated Biphenyls (PCBs)</p>	<p>Clarification:</p> <p>NSF 61 certification measures the contaminant levels that extract from products that come in contact with drinking</p>		



VENDOR DEVIATION & CLARIFICATION LIST

Customer:	City of Spokane	Proposal Number:	P-133330
Project:	Bid ITB 6190-24	Package Tag:	
Equipment Name:	2xCT-150	Date:	24-Jul-24

Item	Specification Number & Name	Section	Reason for Clarification / Deviation	Comment	Open/ Closed
			water in the distribution pathway. The scope does not cover contaminants already in water from the environment. The testing that is done for NSF 61 for DENORA OSHG is based on the formulation of all the materials that contact water.		

On-site Sodium Hypochlorite Generators

ClorTec®

100 to 3000 lb/d (45 kg/d to 1360 kg/d)

ClorTec® Makes Electrochlorination Easy

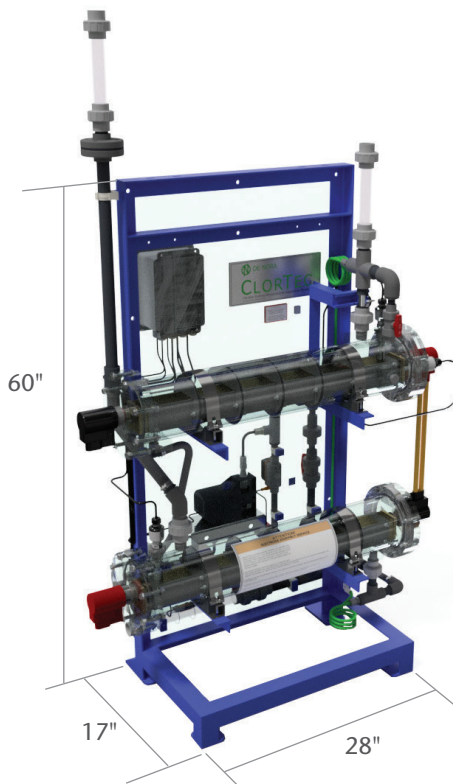
The latest generation of De Nora ClorTec® brine electrochlorination technology offers simple operation and maintenance as well as unrivaled performance, efficiency, low lifecycle cost, durability, reliability and safety advantages.

The large ClorTec® systems generate from 100 - 3,000 lb/day (45 - 1,360 kg/day) sodium hypochlorite using three common consumables: water, salt and power.

Using just water, salt and power to generate sodium hypochlorite on site eliminates the storage and handling of hazardous chemicals while providing chlorine residual.

All ClorTec® designs use the highest efficiency DSA® electrodes pioneered by De Nora and include a range of operator-driven features including:

- Remote monitoring and communication options available
- Unique cell design and flow control features for simplified maintenance and operation
- Patented split flow system ensures efficiency and minimized hypochlorite production by-products production
- NSF/ANSI 61 Certified



ClorTec® 100-300
Skid Dimensions

ClorTec® On-site Sodium Hypochlorite Generators

100 to 3000 lb/d (45 kg/d to 1360 kg/d)

Product Specifications

Model	Cell Config.	Salt Conversion	Energy Conversion	Water	Output Capacity* (chlorine equivalent)		Total Flow**		Softwater		Brine Flow		Salt			
					(lb/d)	(kg/d)	(gpm)	(m³/d)	(gpm)	(m³/d)	(gpm)	(m³/d)	(lb/d)	(kg/d)		
ClorTec® 100	1 x 100	3.0 lb salt/ lb FAC	2.0 kW-hr/ lb FAC	15 gal water/lb	108	49	1.04	5.67	0.96	5.23	0.08	0.44	300	136		
ClorTec® 150	2 x 75				160	73	1.56	8.50	1.44	7.85	0.12	0.65	0.12	0.65	450	204
ClorTec® 200	2 x 100				216	98	2.08	11.34	1.92	10.47	0.16	0.87	0.16	0.87	600	272
ClorTec® 225	3 x 75				240	109	2.34	12.75	2.16	11.77	0.18	0.98	0.18	0.98	675	306
ClorTec® 300	3 x 100				324	147	3.13	17.06	2.88	15.70	0.24	1.31	0.24	1.31	900	408
ClorTec® 450	1 x 450				500	227	4.69	25.57	4.33	23.60	0.36	1.96	0.36	1.96	1350	612
ClorTec® 600	1 x 600	3.0 kg salt/ kg FAC	4.4 kW-hr/ kg FAC	125 L water/kg	625	283	6.25	34.07	5.77	31.45	0.48	2.62	1800	816		
ClorTec® 750	1 x 750				750	340	7.81	42.57	7.21	39.30	0.60	3.27	0.60	3.27	2250	1020
ClorTec® 900	2 x 450				1000	454	9.38	51.13	8.65	47.15	0.72	3.93	0.72	3.93	2700	1224
ClorTec® 1200	2 x 600				1250	567	12.50	68.14	11.54	62.90	0.96	5.23	0.96	5.23	3600	1632
ClorTec® 1500	2 x 750				1500	680	15.63	85.20	14.42	78.60	1.20	6.54	1.20	6.54	4500	2041
ClorTec® 1800	2 x 450 + 2 x 450				2000	902	18.75	102.21	17.31	94.36	1.44	7.85	1.44	7.85	5400	2449
ClorTec® 2400	2 x 600 + 2 x 600	2500	1134	25.00	136.28	23.08	125.81	1.92	10.47	1.92	10.47	7200	3265			
ClorTec® 3000	2 x 750 + 2 x 750	3000	1360	31.26	170.40	28.84	157.20	2.40	13.08	2.40	13.08	9000	4082			

Specifications

Control: Automatic batch, controlled by hypochlorite storage tank level

Sodium Hypochlorite: 0.8% ± 0.05

Water Supply: Potable water @ 30 - 70 psi (1.2 - 4.8 bar)

Temperature Range: 65°F - 80°F (18°C - 29°C)

Salt Quality: 99.7% pure dry weight solar salt or equivalent for best efficiency****

PLC & Operator Interface: 4"/7" PLC/HMI Touch Screen*** (Other PLC & HMI options are also available)

NOTES:

* Output capacities are maximum values. For detail sizing please contact De Nora Water Technologies

** Note flow is for generator only, additional water flow will be required for softening system and may vary but generally +15% should be adequate. Contact De Nora for project specifics

*** Data logging and communications capability. Additional options are available - contact De Nora Water Technologies for your options

**** For lower salt purity usage, please contact De Nora Water Technologies

Control Panel: Grey polyester coated NEMA 4 welded steel enclosure UL 508A (Other materials are also available)

Hydrogen Venting: Waste hydrogen is diluted and vented to atmosphere by using air blower(s)

Electrical Power:

- **Rectifier:** 208 or 240 Vac 1 Phase, 60 Hz or 480 - 600 Vac, 3 Phase, 60 Hz (50 Hz also available)

- **Control Panel:** 208 or 240 Vac 1 Phase, 60 Hz (Any other voltages and 50 Hz are also available)

Skid Dimensions:

- **ClorTec® 100 - 300:** 28" W x 17" D x 60" H

- **ClorTec® 450 - 1500:** 133" W x 26" D x 60" H

- **ClorTec® 1800 - 3000:** 152" W x 48" D x 60" H

WATER MADE EASY

MARINE

ENERGY

MUNICIPAL

INDUSTRIAL



info.dnwt@denora.com

www.denora.com

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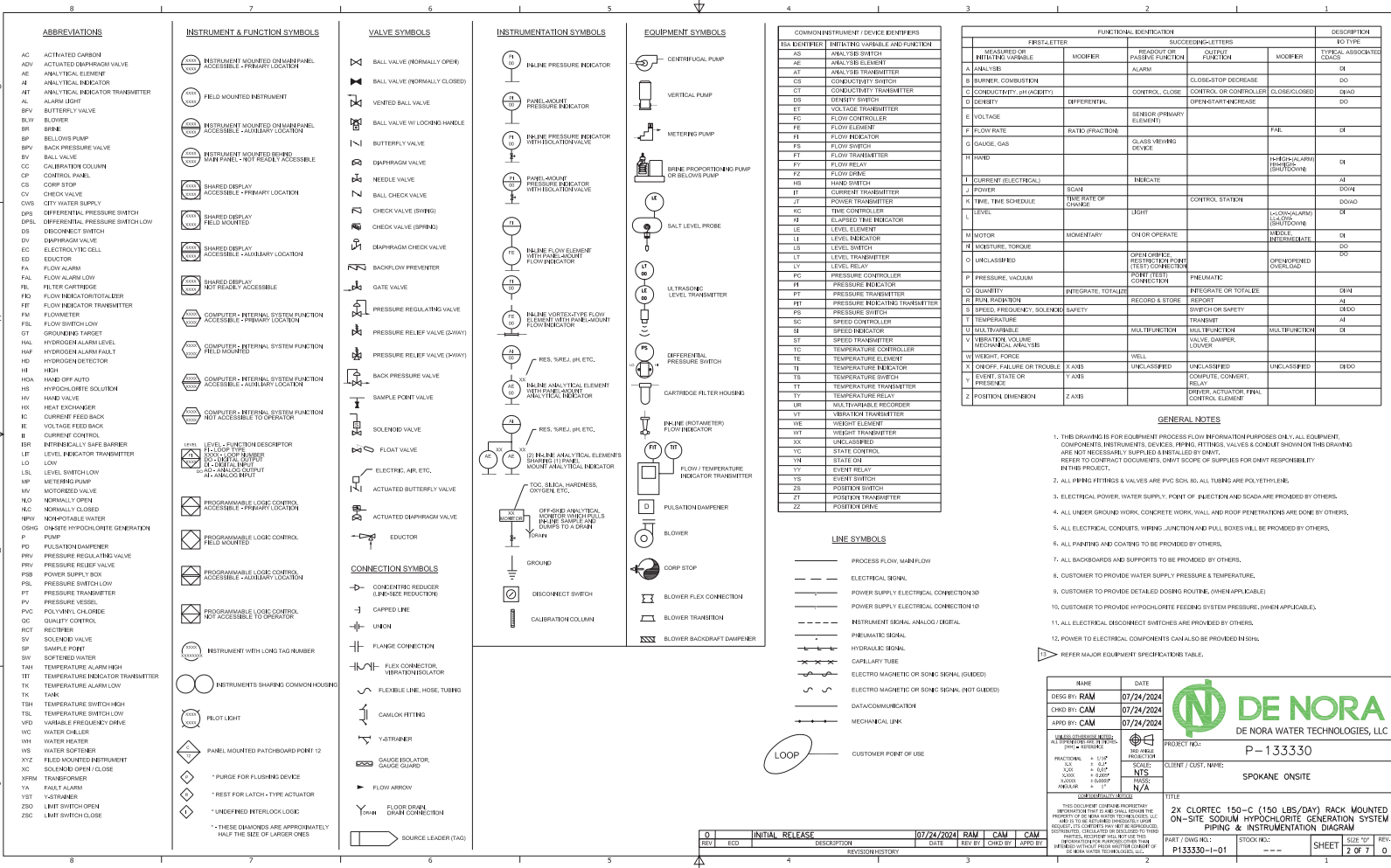
DNWT - ClorTec® On-site Sodium Hypochlorite Generator - 750.0140.1 - 6/2019

SPOKANE ONSITE

2X CLORTEC 150-C (150 LBS/DAY) RACK MOUNTED ON-SITE SODIUM HYPOCHLORITE GENERATION SYSTEM PIPING & INSTRUMENTATION DIAGRAM

NAME	DATE	
DESIG BY: RAM	07/24/2024	
CHRD BY: CAM	07/24/2024	
APPR BY: CAM	07/24/2024	PROJECT NO: P-133330
UNLESS OTHERWISE NOTED: ALL DIMENSIONS ARE IN INCHES (DIM. IN PARENTHESES)		TITLE: SPOKANE ONSITE
FUNCTIONAL: 1:10 AS-BUILT: 1:10 SCALE: N/A	SCALE: N/A	CLIENT / CUST. NAME: SPOKANE ONSITE
ANALYSIS: N/A	ANALYSIS: N/A	TITLE: 2X CLORTEC 150-C (150 LBS/DAY) RACK MOUNTED ON-SITE SODIUM HYPOCHLORITE GENERATION SYSTEM PIPING & INSTRUMENTATION DIAGRAM
FOR SPECIFIC USE:	FOR SPECIFIC USE:	PART / DWG NO: P133330-I-01
THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION FOR THE CLIENT AND IS THE PROPERTY OF DE NORA WATER TECHNOLOGIES, LLC. ALL RIGHTS ARE RESERVED. UNAUTHORIZED DISTRIBUTION, REPRODUCTION OR DISCLOSURE TO THIRD PARTIES IS STRICTLY PROHIBITED. THIS INFORMATION IS PROVIDED UNDER THE TERMS AND CONDITIONS OF THE DE NORA WATER TECHNOLOGIES, LLC.		STOCK NO: ---
REVISION HISTORY		SHEET 1 OF 7

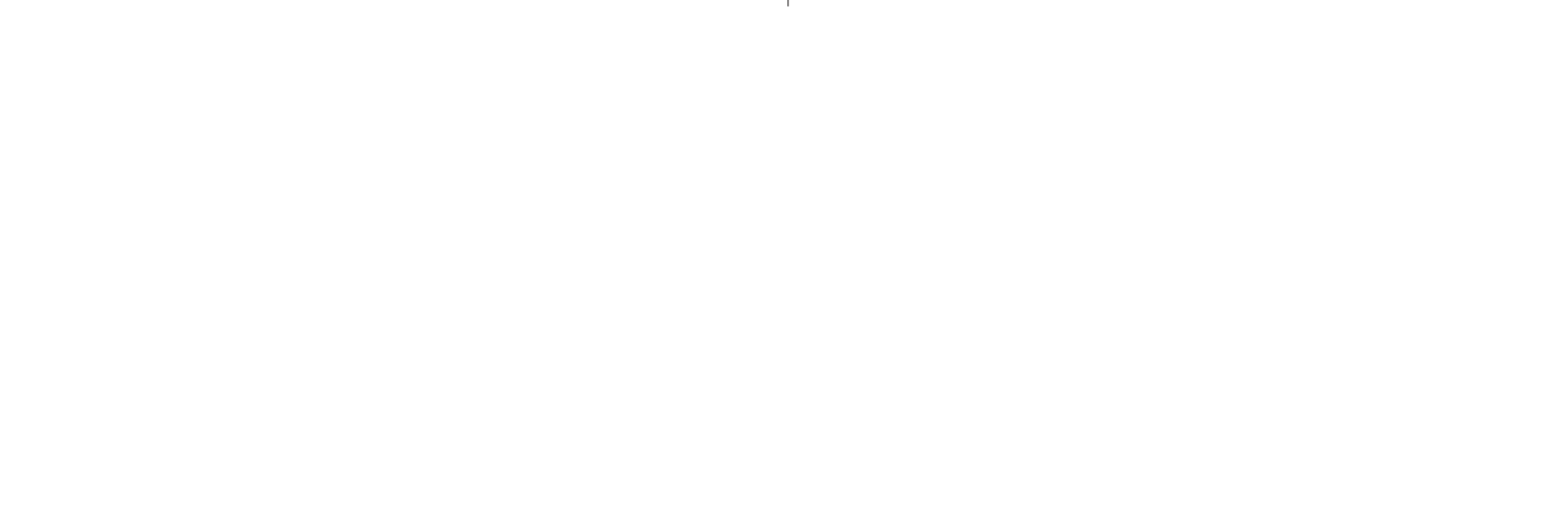
REV	ED	DESCRIPTION	DATE	REV BY	CHKD BY	APPR BY
0		INITIAL RELEASE	07/24/2024	RAM	CAM	CAM

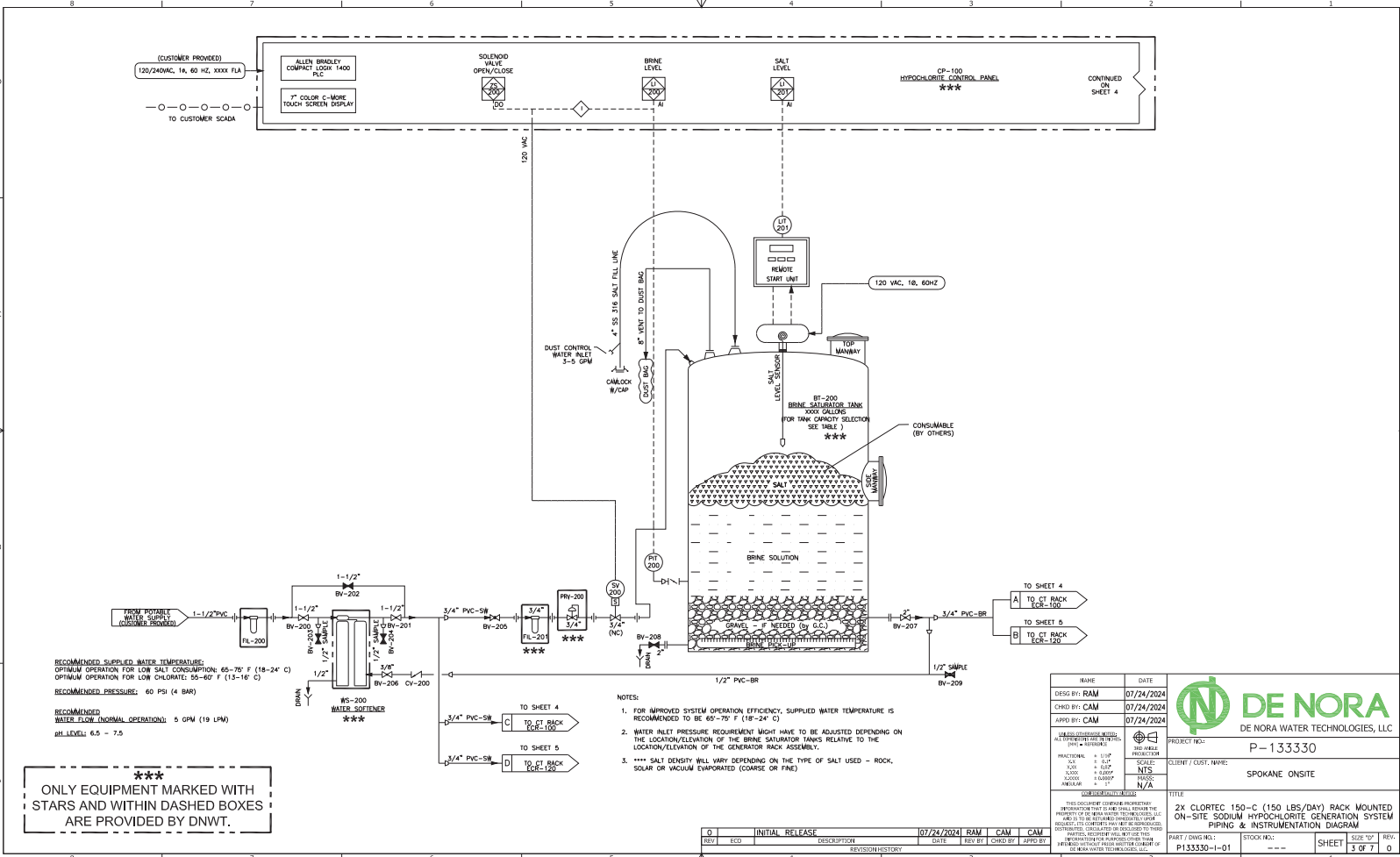


GENERAL NOTES

- THIS DRAWING IS FOR EQUIPMENT PROCESS FLOW INFORMATION PURPOSES ONLY. ALL EQUIPMENT, COMPONENTS, INSTRUMENTS, DEVICES, PIPING, FITTINGS, VALVES & CONTROL SIGNALS SHOWN IN THIS DRAWING ARE NOT NECESSARILY SUPPLIED OR INSTALLED BY ONITE. REFER TO CONTRACT DOCUMENTS, RFP, SCOPE OF SUPPLIES FOR OMT RESPONSIBILITY IN THIS PROJECT.
- ALL PIPING FITTINGS & VALVES ARE PVC SCH 80. ALL TUBING ARE POLYETHYLENE.
- ELECTRICAL POWER, WATER SUPPLY, POINT OF INJECTION AND SCADA ARE PROVIDED BY OTHERS.
- ALL UNDER GROUND WORK, CONCRETE WORK, WALL AND ROOF PENETRATIONS ARE DONE BY OTHERS.
- ALL ELECTRICAL CONDUITS, WIRING, JUNCTION BOX AND PULL BOXES WILL BE PROVIDED BY OTHERS.
- ALL PAINTING AND COATING TO BE PROVIDED BY OTHERS.
- ALL BACKDRAGS AND SUPPORTS TO BE PROVIDED BY OTHERS.
- CUSTOMER TO PROVIDE WATER SUPPLY PRESSURE & TEMPERATURE.
- CUSTOMER TO PROVIDE DETAILED DOSING ROUTINE (WHEN APPLICABLE).
- CUSTOMER TO PROVIDE HYPOCHLORITE FEEDING SYSTEM PRESSURE (WHEN APPLICABLE).
- ALL ELECTRICAL DISCONNECT SWITCHES ARE PROVIDED BY OTHERS.
- REFER TO ELECTRICAL CONNECTIONS CAN ALSO BE PROVIDED BY OTHERS.
- REFER MAJOR EQUIPMENT SPECIFICATIONS TABLE.

NAME	DATE	 DE NORA WATER TECHNOLOGIES, LLC			
DESIGN BY: RAM	07/24/2024				
CHD BY: CAM	07/24/2024				
APP'D BY: CAM	07/24/2024				
PROJECT NO:	P-133330				
CUSTOMER / CLIENT NAME:	SPOKANE ONSITE				
TITLE:	2X CLORTEC 150-C (150 LBS/DAY) RACK MOUNTED ON-SITE SODIUM HYPOCHLORITE GENERATION SYSTEM PIPING & INSTRUMENTATION DIAGRAM				
PART / DWG NO.:	P133330-1-01	SHEET NO.:			
REV	DATE	DESCRIPTION	REV BY	CHKD BY	APP'D BY
0		INITIAL RELEASE			





(CUSTOMER PROVIDED)
120/240VAC, 1Ø, 60 HZ, XXXX FLA
TO CUSTOMER SCADA

ALLEN BRADLEY
COMPACT LOGIX 1400
PLC
7" COLOR C-MORE
TOUCH SCREEN DISPLAY

SOLENOID VALVE
OPEN/CLOSE
DO

BRINE LEVEL
AI

SALT LEVEL
AI

EP-100
HYPOCHLORITE CONTROL PANEL

CONTINUED
ON SHEET 4

120 VAC

120 VAC, 1Ø, 60HZ

DUST CONTROL
WATER INLET
3-5 GPM

4" VENT TO DUST BAG
CAM LOCK
W/CAP

BT-200
BRINE SATURATOR TANK
XXXX GALGONS
FOR TANK CAPACITY SELECTION
SEE TABLE 1

CONSUMABLE
(BY OTHERS)

3/4" PVC-SH
BV-200

3/4" PVC-SH
BV-200

3/4" PVC-SH
BV-200

3/4" PVC-SH
BV-200

3/4" PVC-SH
BV-200

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BV-200

3/4" PVC-SH
BV-200

3/4" PVC-SH
BV-200

3/4" PVC-SH
BV-200

RECOMMENDED SUPPLIED WATER TEMPERATURE:
OPTIMUM OPERATION FOR LOW SALT CONSUMPTION: 65-75° F (18-24° C)
OPTIMUM OPERATION FOR LOW CHLORATE: 55-65° F (13-16° C)

RECOMMENDED PRESSURE: 60 PSI (4 BAR)

RECOMMENDED WATER FLOW (NORMAL OPERATION): 5 GPM (19 LPM)

pH LEVEL: 6.5 - 7.5

- NOTES:
- FOR IMPROVED SYSTEM OPERATION EFFICIENCY, SUPPLIED WATER TEMPERATURE IS RECOMMENDED TO BE 65-75° F (18-24° C)
 - WATER INLET PRESSURE REQUIREMENT MIGHT HAVE TO BE ADJUSTED DEPENDING ON THE LOCATION/ELEVATION OF THE BRINE SATURATOR TANKS RELATIVE TO THE LOCATION/ELEVATION OF THE GENERATOR RACK ASSEMBLY.
 - *** SALT DENSITY WILL VARY DEPENDING ON THE TYPE OF SALT USED - ROCK, SOLAR OR VACUUM EVAPORATED (COARSE OR FINE)

ONLY EQUIPMENT MARKED WITH
STARS AND WITHIN DASHED BOXES
ARE PROVIDED BY DNW.T.

NAME	DATE
DESIG BY: RAM	07/24/2024
CHRD BY: CAM	07/24/2024
APPR BY: CAM	07/24/2024

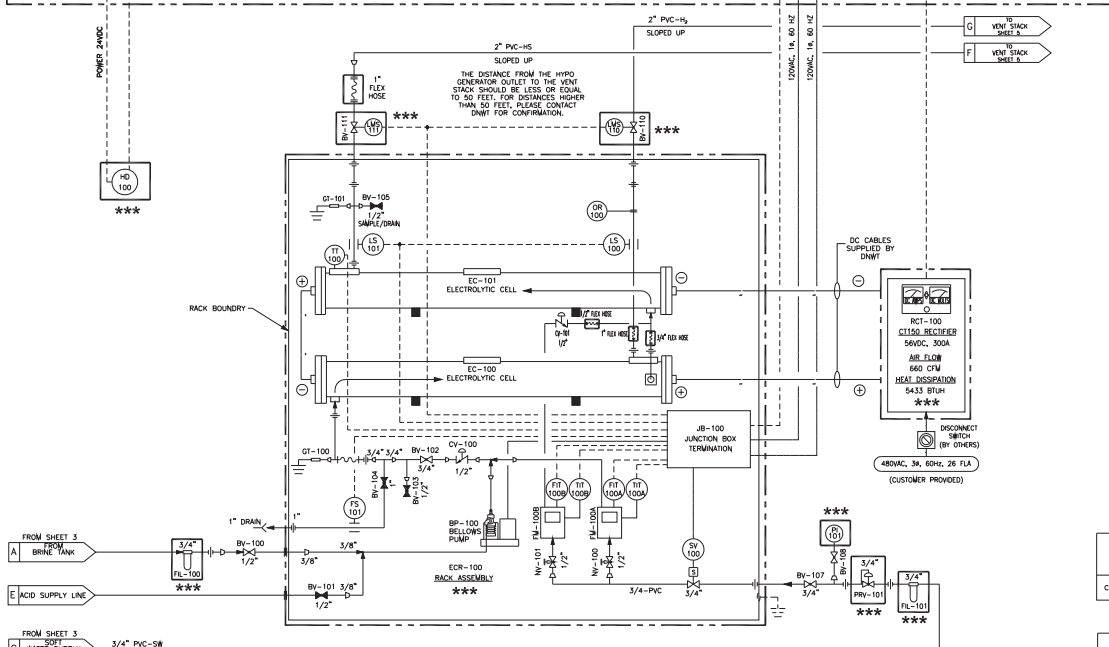
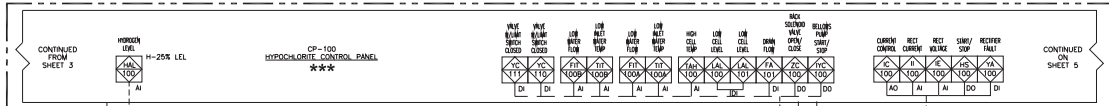
DE NORA
DE NORA WATER TECHNOLOGIES, LLC

PROJECT NO:	P-133330
CLIENT / CUST. NAME:	SPOKANE ONSITE

TITLE:
2X CLORTEC 150-C (150 LBS/DAY) RACK MOUNTED
ON-SITE SODIUM HYPOCHLORITE GENERATION SYSTEM
PIPING & INSTRUMENTATION DIAGRAM

PART / DWG. NO.:	P133330-I-01	STOCK NO.:	---	SHEET:	3 OF 7	REV.:	0
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REV	DATE	DESCRIPTION	DATE	REV BY	CHKD BY	APPR BY
0		INITIAL RELEASE	07/24/2024	RAM	CAM	CAM



FROM SHEET 3
A FROM BRINE TANK

E ACID SUPPLY LINE

FROM SHEET 3
C WATER SUPPLY

3/4" PVC-SH

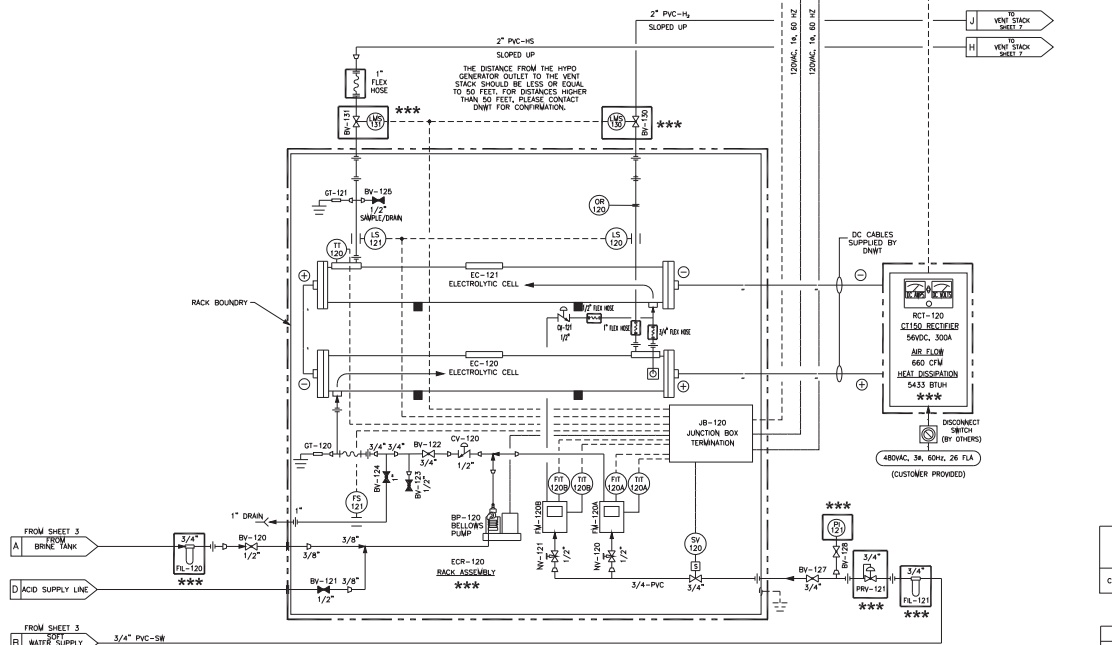
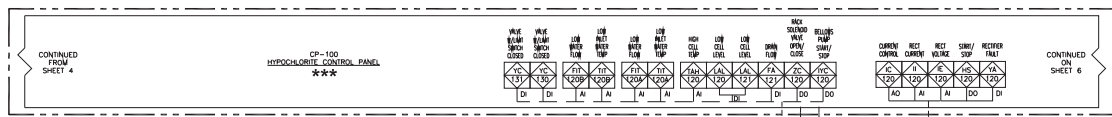
MAJOR EQUIPMENT SPECIFICATION TABLE

	NUMBER OF CELLS	EC-100 & 101 NOMINAL CAPACITY (EACH)	BP-100 BRINE FLOW RATE	FU-100A WATER FLOW RATE	FU-100B WATER FLOW RATE
CLORTEC 150-C	2	75 LBS/DAY	0.11 GPM (0.42 LPM)	0.73 GPM (2.76 LPM)	0.73 GPM (2.76 LPM)

*** ONLY EQUIPMENT MARKED WITH STARS AND WITHIN DASHED BOXES ARE PROVIDED BY DNOW.

NAME	DATE	 DE NORA WATER TECHNOLOGIES, LLC
DESIG BY: RAM	07/24/2024	
CHD BY: CAM	07/24/2024	
APPD BY: CAM	07/24/2024	PROJECT TAG: P-133330
UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN INCHES (DIM. IN METERS)	 300-WALL PROTECTION	CLIENT / CUST. NAME: SPOKANE ONSITE
FRACTIONAL: 1/16" = 0.0625" 1/8" = 0.125" 1/4" = 0.250" 3/8" = 0.375" 1/2" = 0.500" 3/4" = 0.750" 1" = 1.000"	SCALE: N/A TITLE: 2X CLORTEC 150-C (150 LBS/DAY) RACK MOUNTED ON-SITE SODIUM HYPOCHLORITE GENERATION SYSTEM PIPING & INSTRUMENTATION DIAGRAM	PART / DWG. NO.: P133330-I-01 STOCK NO.: --- SHEET: 4 OF 7

REV	DESCRIPTION	DATE	REV BY	CHKD BY	APPD BY
0	INITIAL RELEASE	07/24/2024	RAM	CAM	CAM



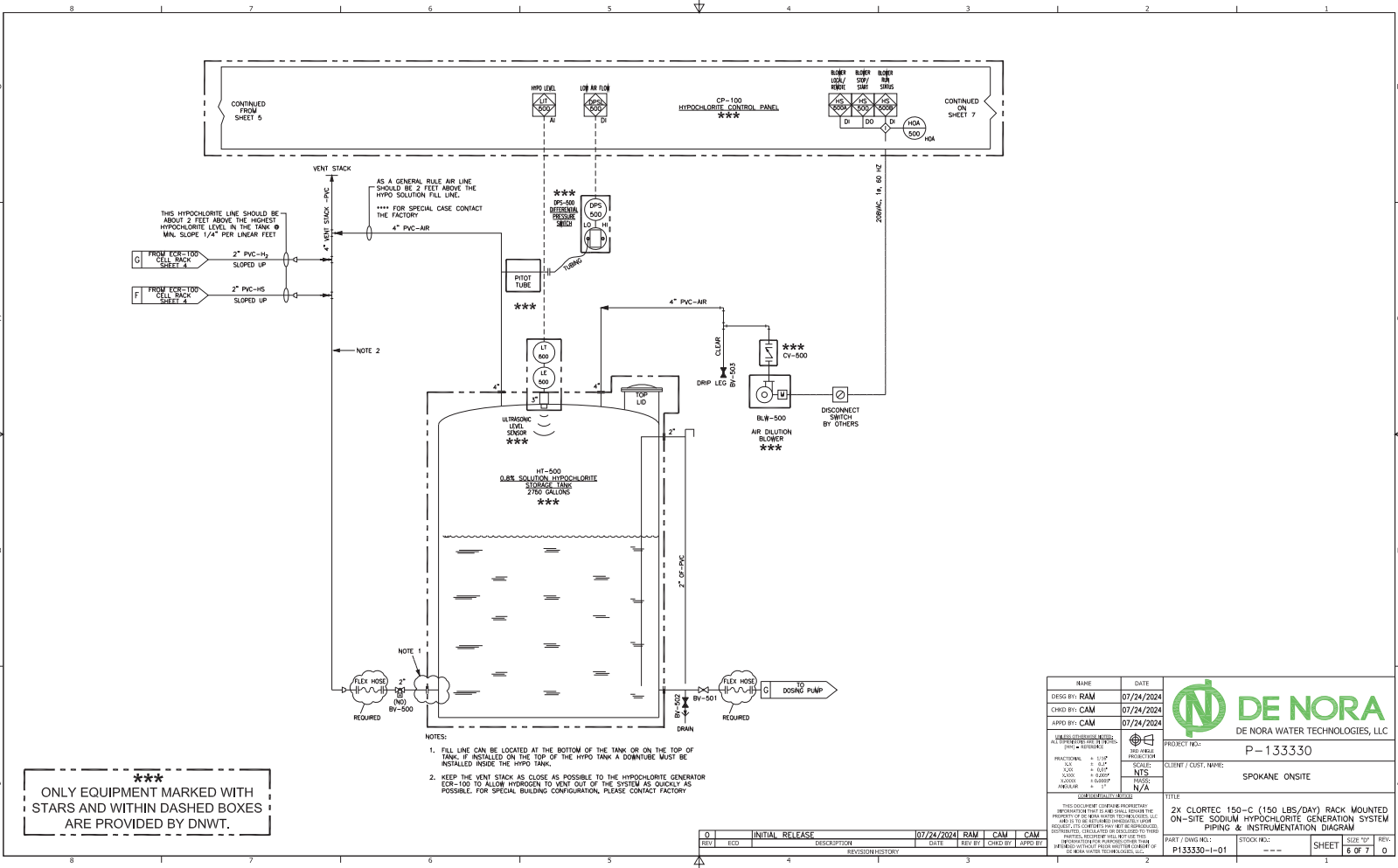
MAJOR EQUIPMENT SPECIFICATION TABLE

	NUMBER OF CELLS	EC-120 & 121 NOMINAL CAPACITY (EACH)	BP-120 BRINE FLOW RATE	FU-120A WATER FLOW RATE	FU-120B WATER FLOW RATE
CLORTEC 150-C	2	75 LBS/DAY	0.11 GPM (0.42 LPM)	0.73 GPM (2.76 LPM)	0.73 GPM (2.76 LPM)

 ONLY EQUIPMENT MARKED WITH STARS AND WITHIN DASHED BOXES ARE PROVIDED BY DNMW.

NAME	DATE	 DE NORA WATER TECHNOLOGIES, LLC
DESIG BY: RAM	07/24/2024	
CHRD BY: CAM	07/24/2024	
APPD BY: CAM	07/24/2024	PROJECT TAG: P-133330
UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN INCHES (DIM. IN METERS)	 300-WEIGHT PREDOMINANT	CLIENT / CUST. NAME: SPOKANE ONSITE
FUNCTIONAL: 1:10 A.S.D.: 0:25 C.S.D.: 0:50 X.S.D.: 1:200P ANGLE: 1:50P	SCALE: N/A TITLE: 2X CLORTEC 150-C (150 LBS/DAY) RACK MOUNTED ON-SITE SODIUM HYPOCHLORITE GENERATION SYSTEM PIPING & INSTRUMENTATION DIAGRAM	PART / DWG. NO.: P133330-1-01 STOCK NO.: --- SHEET: 5 OF 7

REV	DATE	DESCRIPTION	REV BY	CHKD BY	APPD BY
0		INITIAL RELEASE			
1	07/24/2024		RAM	CAM	CAM

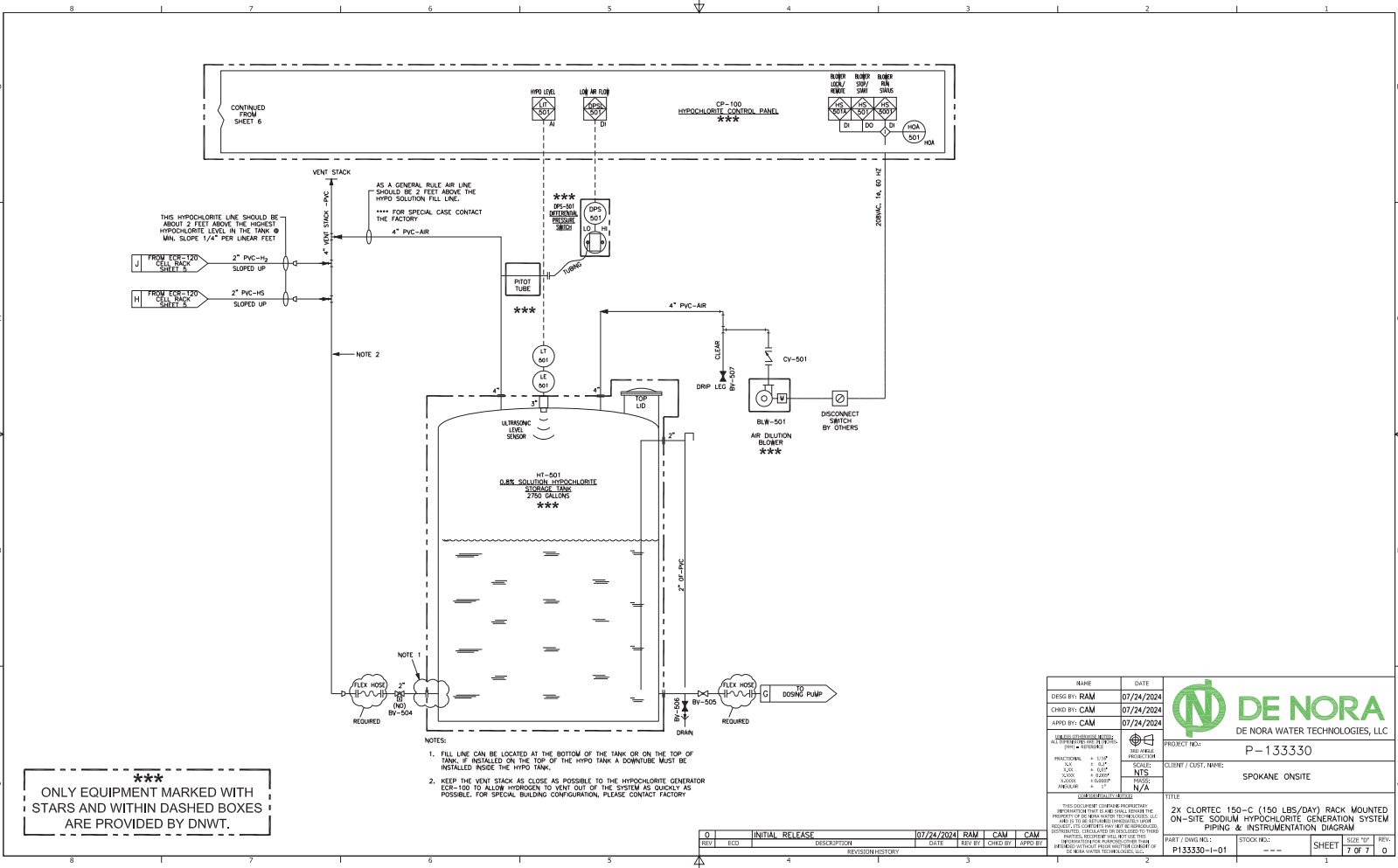


 ONLY EQUIPMENT MARKED WITH STARS AND WITHIN DASHED BOXES ARE PROVIDED BY DNOWT.

- NOTES:
1. FILL LINE CAN BE LOCATED AT THE BOTTOM OF THE TANK OR ON THE TOP OF TANK. IF INSTALLED ON THE TOP OF THE HYPO TANK A DOWNTUBE MUST BE INSTALLED INSIDE THE HYPO TANK.
 2. KEEP THE VENT STACK AS CLOSE AS POSSIBLE TO THE HYPOCHLORITE GENERATOR ESR-100 TO ALLOW HYDROGEN TO VENT OUT OF THE SYSTEM AS QUICKLY AS POSSIBLE. FOR SPECIAL BUILDING CONFIGURATION, PLEASE CONTACT FACTORY.

NAME	DATE	 DE NORA WATER TECHNOLOGIES, LLC	PROJECT TAG: P-133330
DESIG BY: RAM	07/24/2024		
CHRD BY: CAM	07/24/2024		
APPO BY: CAM	07/24/2024	CLIENT / CUST. NAME: SPOKANE ONSITE	TITLE: 2X CLORTEC 150-C (150 LBS/DAY) RACK MOUNTED ON-SITE SODIUM HYPOCHLORITE GENERATION SYSTEM PIPING & INSTRUMENTATION DIAGRAM
THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION OF DE NORA WATER TECHNOLOGIES, LLC AND IS TO BE KEPT CONFIDENTIAL. UNLESS OTHERWISE SPECIFIED, IT IS NOT TO BE REPRODUCED, COPIED, DISTRIBUTED, OR DISCLOSED TO THIRD PARTIES WITHOUT THE WRITTEN CONSENT OF DE NORA WATER TECHNOLOGIES, LLC.	PART / DWG. NO.: P133330-I-01	STOCK NO.: ---	SHEET: 6 OF 7

REV	DATE	DESCRIPTION	REV BY	CHKD BY	APPD BY
0		INITIAL RELEASE			
1	07/24/2024		RAM	CAM	CAM

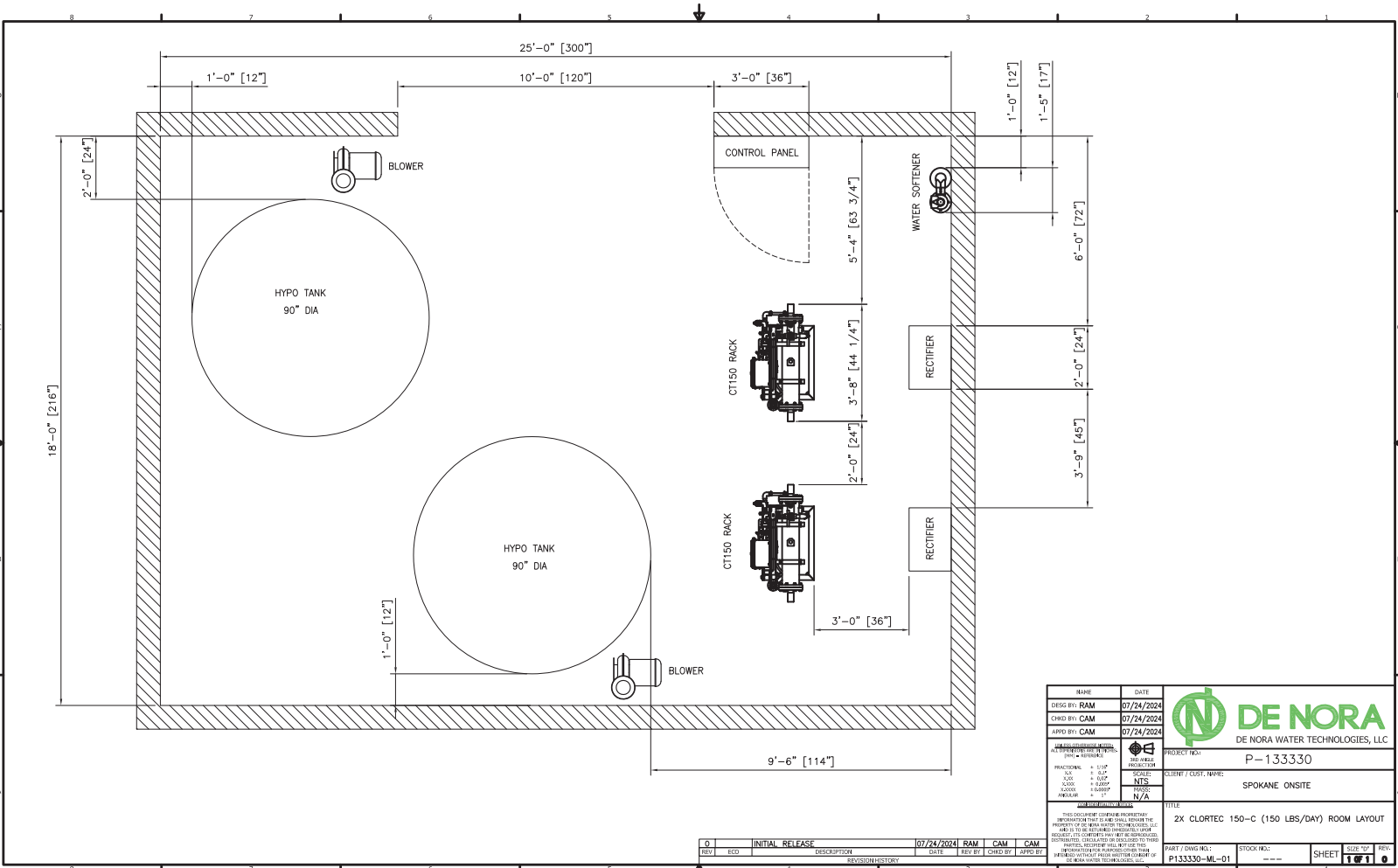




ONLY EQUIPMENT MARKED WITH STARS AND WITHIN DASHED BOXES ARE PROVIDED BY DNWT.

- NOTES:**
1. FILL LINE CAN BE LOCATED AT THE BOTTOM OF THE TANK OR ON THE TOP OF TANK. IF INSTALLED ON THE TOP OF THE HYPO TANK A DOWNTUBE MUST BE INSTALLED INSIDE THE HYPO TANK.
 2. KEEP THE VENT STACK AS CLOSE AS POSSIBLE TO THE HYPOCHLORITE GENERATOR EOR-100 TO ALLOW HYDROGEN TO VENT OUT OF THE SYSTEM AS QUICKLY AS POSSIBLE. FOR SPECIAL BUILDING CONFIGURATION, PLEASE CONTACT FACTORY.

NAME	DATE	 DE NORA WATER TECHNOLOGIES, LLC
DESIG BY: RAM	07/24/2024	
CHRD BY: CAM	07/24/2024	
APPO BY: CAM	07/24/2024	
<small>UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN INCHES (IN) & FEET (FT).</small>		 <small>300-WEBS PROTECTION</small>
<small>FUNCTIONAL: 1/10 SIZE: 1/2" SCALE: 1/8"=1'-0" ANGLE: 1/8"=1'-0" ANGLE: 1/8"=1'-0"</small>	<small>SCALE: N/A FINISH: N/A</small>	PROJECT TAG: P-133330 CLIENT / CUST. NAME: SPOKANE ONSITE
<small>THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION THAT IS THE SOLE PROPERTY OF DE NORA WATER TECHNOLOGIES, LLC AND IS TO BE KEPT CONFIDENTIAL AND NOT DISTRIBUTED, REPRODUCED OR COPIED TO THIRD PARTIES WITHOUT PRIOR WRITTEN CONSENT OF DE NORA WATER TECHNOLOGIES, LLC.</small>		TITLE: 2X CLORTEC 150-C (150 LBS/DAY) RACK MOUNTED ON-SITE SODIUM HYPOCHLORITE GENERATION SYSTEM PIPING & INSTRUMENTATION DIAGRAM PART / DWG NO.: P133330-I-01 STOCK NO.: --- SHEET: 7 OF 7 REV: 0

REV	BY	DATE	DESCRIPTION	REV BY	CHKD BY	APPD BY
0		07/24/2024	INITIAL RELEASE	RAM	CAM	CAM



NAME	DATE	 DE NORA DE NORA WATER TECHNOLOGIES, LLC
DESIG BY: RAM	07/24/2024	
CHGD BY: CAM	07/24/2024	
APPR BY: CAM	07/24/2024	
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.	 DE NORA WATER TECHNOLOGIES, LLC	PROJECT NO.: P-133330
REVISIONS: 0 = INITIAL RELEASE 1 = 1/24 2 = 2/24 3 = 3/24 4 = 4/24 5 = 5/24 6 = 6/24 7 = 7/24	SCALE: NTS N/A	CUSTOMER: SPOKANE ONSITE
THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION AND IS THE PROPERTY OF DE NORA WATER TECHNOLOGIES, LLC. IT IS TO BE KEPT CONFIDENTIAL AND NOT TO BE REPRODUCED, COPIED, OR DISTRIBUTED WITHOUT THE WRITTEN CONSENT OF DE NORA WATER TECHNOLOGIES, LLC.		TITLE: 2X CLORTEC 150-C (150 LBS/DAY) ROOM LAYOUT
0 REV ECD DESCRIPTION REVISION HISTORY	07/24/2024 RAM CAM CAM	PART / DWG NO.: P133330-ML-01
SHEET: ---		STOCK NO.: ---
1		1



MIOX SALT GUIDELINES

Revised June 17, 2014



SALT GUIDELINES FOR MIOX GENERATORS

General Information

MIOX Corporation (MIOX) places importance on the quality of salt used in operating on-site generation equipment. High quality salt minimizes expense and customer equipment maintenance issues while maximizing the quality of the water treated using MIOX equipment. MIOX recommends food grade salt to help optimize MIOX system performance. Because contaminants can vary widely, even within the same mine, it is vital to request the most recent site specific contaminant analysis. The contaminant analysis should document the date that quality control was performed and the physical location where the salt was mined and processed. MIOX recommends that our customers regularly request salt product data sheets from the manufacturer to ensure consistent quality control. A reputable supplier will include the date of the quality analysis on the specification sheet in addition to the salt mine location. Please note, higher quality salt alone will not ensure reduced maintenance. Water used by the MIOX system must be softened adequately as well.

Warranty

MIOX continually strives to review and address all warranty claims in an equitable manner. It is important for our customers to understand that the use of poor quality salt may impact warranty claims. MIOX does not accept liability for any salt selected by the customer for use in MIOX equipment. MIOX reserves the right to deny any claims that could be considered under warranty if the equipment or electrolytic cell is performing below specification or is damaged due to contamination caused by, but not limited to, calcium, magnesium and insoluble material in a salt selected by the customer. NOTE: self-cleaning MIOX systems require the use of salt with a purity of 99.5% NaCl or greater (typically food grade) as described in the "Salt Purity" section below or the warranty is void.

Salt Purity

For all **self-cleaning systems**, only salt with a purity greater than 99.5% may be used (typically food grade) or the warranty is void. For all **non-self-cleaning systems**, MIOX recommends salt with a purity level of 99.5% NaCl or greater. Below is a table depicting what MIOX recommends for **non-self-cleaning systems** and what MIOX requires to keep the warranty intact for **self-cleaning systems**.



Component	Percent Minimum
NaCl (dry)	99.5
Impurity	Percent Maximum
Calcium (in all forms)	0.01
Magnesium (in all forms)	0.01
Manganese	0.00002
Iron (as Fe)	0.0005
Insolubles	0.005
Additives	0.0001

For several reasons, salt quality is highly variable and MIOX cannot control the quality processes at salt manufacturing sites. Typically, salts with fewer contaminants are more expensive because of additional purification steps during processing. Salt manufacturers usually provide salt product data sheets that list contaminants of concern in each type of salt they sell. Customers assume that the delivered salt will meet the specifications provided by the manufacturers. However, not all contaminants of concern for a specific application will be listed. For example, bromide in salt used for electrolysis can elevate the concentration of bromate in the treated water. Bromate is a water quality concern in drinking water applications, but not necessarily industrial applications.

There are three primary contaminants commonly listed in a salt product data sheet that impact the electrolytic cell; calcium (Ca), magnesium (Mg) and insoluble material. High calcium and magnesium salt concentrations cause accumulation of calcium/magnesium carbonate and magnesium hydroxide in the electrolytic cell. Fouling by these deposits in the cell is the single largest cause of maintenance issues. Insoluble material or solids present in the salt that do not dissolve in water can also deposit in the cell along with carbonates. This co-deposition tends to reduce the effectiveness of acid to remove the carbonates. As a result, longer acid wash times and sometimes physical scrubbing of the cell plates is required to remove the deposit. Other contaminants, such as manganese (Mn) and iron (Fe), are known to affect cell performance by producing an oxide layer that increases the degradation rate of the plates. MIOX recommends that the manganese and iron concentrations in salt not exceed 20 parts per billion in the electrolyte solution entering the cell. Manganese and iron are not included in MIOX's salt specification maintenance worksheet because they are not often reported on salt product data sheets. However, low concentrations of Mg and Ca are associated with low concentrations of Mn and Fe.

MIOX's Salt Specification Maintenance Worksheet versus Salt Manufacturer's Product Data Sheets

Although MIOX makes recommendations on the ideal salt for use in the on-site generation process, it is the customer's responsibility to obtain a salt quality analysis (salt specification or product data sheet) from the supplier and determine its suitability for their situation, region and application.



The salt manufacturer's product data sheet should contain information regarding the amount of calcium, magnesium and insoluble material in the salt at a minimum. MIOX and its customers use this standard information to estimate the amount of maintenance that is associated with these contaminants. This salt specification maintenance table is shown below.

	Lower Limit	Upper Limit	Maintenance
Calcium (Ca) (%)	0	0.020%	Acid wash for 20 min at 3000 hrs / quarterly
	0.020%	0.05%	Acid wash for 20 min at 750 hrs / monthly
	0.050%	0.08%	Acid wash twice for 20 min each at 24 hrs / daily
	0.080%	---	Calcium too high
Magnesium (Mg) (%)	0	0.020%	Acid wash for 20 min at 3000 hrs / quarterly
	0.020%	0.05%	Acid wash for 20 min at 750 hrs / monthly
	0.05%	0.08%	Acid wash twice for 20 min each at 24 hrs / daily
	0.08%	---	Magnesium too high
Insolubles (%)	0	0.01%	Change brine filter at 750 hrs / monthly
	0.010%	0.05%	Change brine filter at 325 hrs / biweekly
	0.050%	0.1%	Change brine filter at 24 hrs / daily
	0.10%	---	Insolubles too high

Please note that the manufacturer's product data sheets do not always give these contaminant concentrations in a standard form and the listing may refer to a brand of salt sourced from different salt mines. Different salt mines have different quality parameters. Be sure to request the salt product data sheet that is specific to the salt you will use in the MIOX system, including the mine location. For drinking water applications, the amount of bromide that may be present in certain salts should be evaluated because bromide can be converted to bromate in the cell.

Additives

Most salts have four basic types of additives:

- Hardening agent (Sodium Hexametaphosphate or SHMP)
- Cleanser (Citric Acid based)
- Free flowing/anti-caking agent (Yellow Prussiate of Soda or YPS)
- Detergents/surfactants

MIOX does not recommend the use of salt with additives. However, some customers have successfully used salts with these additives. Note that detergents/surfactants in the salt may cause foaming in the oxidant tank and reduce the effectiveness of the hydrogen venting system due to foam. It may be necessary to increase the vent pipe size. Organic additives such as citric acid can also be a source for additional trihalomethanes and haloacetic acids.

Physical Salt Size

Salt that is coarse or extra coarse is preferred. Granular or pelletized salt can be used equally well but requires some extra attention. Pellets that are larger than about ½ inch in size dissolve



slowly and can contribute to poor brine concentration in the brine tank, particularly when the salt level is low in the tank. For this reason, it is important to keep the brine generator filled at all times. Also, pelletized salt is too heavy to be pneumatically blown into large bulk brine generators.

Brine Filtration

Higher purity salt is often table quality, or food grade salt, in granular form. While this salt will work well, it requires an adaptation for both types of brine generators sold by MIOX, including the ton-sized bulk brine generators and the smaller brine generators with up to 1,000 gallons capacity. The large bulk brine generators must be filled with a two-layer washed quartz rock bed to avoid clogging of the brine intake port. The bottom layer should be 7 inches of quartz rock deep, using rock sizes between $\frac{1}{4}$ and $\frac{1}{2}$ inch. The top layer should be 5 inches of quartz rock deep, using rock sizes between $\frac{1}{8}$ and $\frac{1}{4}$ inch in size.

For smaller brine generators that utilize granular (fine grain) salt, a special in-tank roughing filter assembly must be used. Contact MIOX for details on this filter assembly. External to the brine generator and prior to the MIOX on-site generator cabinet, a 5-micron filter is required. This usually takes the form of a 10-inch standard filter housing with a 5-micron pleated filter cartridge element. A dual filter housing arrangement is also available to facilitate filter change-out while the systems are operational.

NSF Standard 60 Salt

Several state regulatory agencies are now requiring that the source material feeding on-site generators (i.e., salt) must be NSF-60 listed to ensure that no hazardous materials ultimately enter the drinking water supply. NSF-60 ensures that chemicals in contact with drinking water are safe and non-toxic to the drinking water supply. For a list of salt suppliers that offer NSF-60 listed salt, refer to the NSF web site at www.nsf.org. Product and service listings may be found at http://www.nsf.org/business/search_listings/.

EC FIELD SERVICE RATE SCHEDULE

DOMESTIC RATES (\$USD)

Service	Rate	Unit	Comments
Onshore Daily Rate	\$1800.00	Day	Up to 8 hours Monday-Friday. Including total time (portal-to-portal) plus expenses.
Onshore Overtime/ Weekend/Holiday Rate	\$337.50	Hour	Monday - Friday after 8 hours and all weekend time. Total time not to exceed 16 hours per day including total travel time (portal-to-portal) plus expenses.
Onshore Travel, Standby and Holdover Time	\$1800.00	Day	Travel exceeding 4 hours one-way, standby and holdover time (considered as waiting or on-call). Charged to retain a technician at the service jobsite or area in lieu of incurring additional expenses by returning to home base due to local jobsite conditions.
Offshore Daily Rate	\$3000.00	Day	Up to 12 hours Monday - Friday. Including total time (portal-to-portal) plus expenses.
Offshore Overtime/ Weekend/Holiday Rate	\$375.00	Hour	Monday - Friday after 12 hours and all day Saturday, Sunday and U.S. holidays. Total time not to exceed 16 hours per day including total time (portal-to-portal) plus expenses.
Offshore Travel, Standby and Holdover Time	\$3000.00	Day	Travel exceeding 4 hours one-way, standby and holdover time (considered as waiting or on-call). Charged to retain a technician at the service jobsite or area in lieu of incurring additional expenses by returning to home base due to local jobsite conditions.

INTERNATIONAL RATES (\$USD)

Service	Rate	Unit	Comments
Onshore Daily Rate	\$3300.00	Day	Up to 10 hours Monday-Friday. Including total time (portal-to-portal) plus expenses.
Onshore Overtime/ Weekend/Holiday Rate	\$495.00	Hour	Monday - Friday after 10 hours and all weekend time. Total time not to exceed 16 hours per day including total travel time (portal-to-portal) plus expenses.
Onshore Travel, Standby and Holdover Time	\$3300.00	Day	Travel, standby and holdover time (considered as waiting or on-call). Charged to retain a technician at the service jobsite or area in lieu of incurring additional expenses by returning to home base due to local jobsite conditions.
Offshore Daily Rate	\$3500.00	Day	Up to 12 hours Monday - Friday. Including total time (portal-to-portal) plus expenses.
Offshore Overtime/ Weekend/Holiday Rate	\$437.50	Hour	Monday - Friday after 12 hours and all day Saturday, Sunday and U.S. holidays. Total time not to exceed 16 hours per day including total time (portal-to-portal) plus expenses.
Offshore Travel, Standby and Holdover Time	\$3500.00	Day	Travel, standby and holdover time (considered as waiting or on-call).

EC FIELD SERVICE RATE SCHEDULE

			Charged to retain a technician at the service jobsite or area in lieu of incurring additional expenses by returning to home base due to local jobsite conditions.
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NOTES:

1. These charges apply to all products manufactured by De Nora Water Technologies, LLC (DNWT).
2. A purchase order must be issued to DNWT prior to dispatching a Field Service Engineer.
3. All rates are net unless prior arrangements have been negotiated beforehand.
4. Travel time is defined as roundtrip travel from home base to jobsite and is considered service time and rendered at prevailing service day rates.
5. Rates for field engineering will be at prevailing rates in effect at time work is performed.
6. A field service engineer is an authorized representative dispatched by DNWT to provide the service required.
7. Parts and materials supplied in connection with field service work will be provided in accordance with DNWT published Warranty Terms and Conditions.
8. Portal-to-portal rates for travel time and expenses will be charged regardless of warranty/non-warranty decision.
9. A warranty decision means that DNWT published Warranty Terms and Conditions apply.
10. Standby/holdover time is not considered part of the quoted and agreed startup costs and will be added to the startup costs pre-paid as determined by the above rate and terms and conditions.
11. DNWT reserves the right to determine the qualifications of the field service engineer to fulfill the service obligations.
12. The rates above are in U.S. Dollars.
13. Payment conditions shall be indicated in the proposal in consideration of the consistency of the service to be rendered.
14. Expenses including but not limited to, airfare, meals, lodging and local transportation will be billed at cost plus up to 15% (max).

Note: Service rates are valid through 30 June 2024



Warranty Rider for ClorTec, MIOX, and SeaClor Electrodes

De Nora Water Technologies, LLC, (henceforth referred to as DNWT) provides this Warranty Rider for ClorTec and MIOX Electrodes (this "Rider") in conjunction with DNWT's General Terms and Conditions of Sale, as amended from time to time, a copy of which is available at <https://denora.com/info/Sales-Terms---Conditions.html> (the "Terms").

This Rider electrodes modifies and supplements the duration of the warranty period as set forth in Article 8 of the Terms and applies only to DNWT- provided ClorTec, MIOX, or SeaClor electrodes. DNWT warrants the provided ClorTec, MIOX, or SeaClor electrodes against material defects in materials and workmanship for the time period listed below provided that the ClorTec, MIOX, or SeaClor equipment is operated strictly under normal use and service as defined in the ClorTec Standard Operating Conditions, the MIOX Standard Operating Conditions, or the SeaClor Standard Operating Conditions, as applicable, copies of which are available upon request (the "Standard Conditions") . At its sole and exclusive option, DNWT will repair, provide replacement or refurbish components deemed defective by DNWT, in its discretion, pursuant to this Warranty rider.

This warranty solely covers the bare DNWT-provided electrode and specifically excludes the housing and any ancillary components. The bare electrodes are warranted for seven (7) years that begins at transfer of title. Should a covered electrode fail during the first two (2) years, that electrode will be repaired, refurbished or replaced by DNWT, at its sole discretion. Should a covered electrode prove to be defective during years three (3) to seven (7), the repair, replacement or refurbishment of that bare electrode will be provided by DNWT, at its sole discretion, on a prorated basis based on the number of years (out of seven) remaining since the transfer of title on the respective component. The applicability of this warranty shall inure solely to the initial purchaser of the system or an expressly authorized end-user, and shall be expressly contingent upon such warranty claimant not being in default of any payment or other obligation to DNWT of any kind or type. This warranty further expressly excludes any and all costs related to shipping, transportation, and labor and expenses for access to, removal, and reinstallation of warranty parts, which shall be at the sole cost and responsibility of the warranty claimant. This warranty also expressly excludes, and DNWT will have no liability or obligation regarding, any consequential, indirect, and/or secondary damages, or loss of any kind sustained directly or indirectly as a result of a defect in any equipment, material, repair, or installation. Any repair or replacement conducted under this Rider shall not extend the term or duration of any warranty for any Electrodes, which shall remain based on the initial transfer of title.

In the event that DNWT determines, pursuant to the terms hereof, that any claimed defect or failure to not be covered by this Rider or the Terms, Buyer shall pay DNWT DNWT's then-customary charges for any repair or replacement made by DNWT.

Exclusions

This warranty will be voided, does not cover, and will be of no effect in relation to any damages caused, in whole or in part, by:

1. "Acts of God" or unavoidable natural disasters including but not limited to floods, storms, lightning, power outages, weather, earthquakes, etc.
2. Theft, vandalism, or other damaging acts, whether or not intentional or negligent.
3. Abuse, misuse, or neglect, whether or not intentional or negligent.

4. Failures or repairs resulting from the failure (whether or not intentional or negligent) to perform preventative maintenance and/or operational procedures in strict accordance with the Standard Conditions.
5. Damages or defects in any DNWT product or component, which were caused by initial start-up, repairs or attempted repairs, improvements or attempted improvements, or any other alterations of any kind performed by anyone other than a DNWT-authorized service provider.
6. Normal wear and tear or depreciation.
7. Abnormal system conditions including but not limited to temperature, chemical, debris, or other conditions in excess of those expressly stated in the Standard Conditions.
8. Goods that have not been stored by the buyer, end-user, or their representatives prior to installation and start-up in strict compliance with the storage conditions stated in the Standard Conditions.
9. Equipment/programming which has been revised, altered, improved, modified, repaired, or otherwise changed in any way by anyone other than a DNWT-authorized service provider.



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SUSTAINABILITY
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RESUMES

CARMELO MAQUIRAN

4711 Tilbury Trail, Richmond, TX 77407 | C: 310-5283705 | Carmelo.maquiran@denora.com

Summary

Dedicated Project engineer/Senior Project Manager with excellent technical, analytical and communication skills demonstrated by 19 years of solid experience in design and managing multiple projects simultaneously ranging from 50K to 7M projects and another 12 years of design, manufacturing and Construction experience outside the US or a total combined engineering experience of 31 years.

Experience

Lead Project Manager

06/30/2023 to Present

De Nora Water Technologies

Sugar Land, TX

- Responsible for leading teams in executing multiple projects across different water Technology product line including Onsite- Hypo Sodium Hypochlorite generation system & Brine and Seawater electro-Chlorination Technology projects.
- Manage resources, budgets, project schedules, revenue forecast financials and adhere to stage gate quality and control guidelines throughout the project life cycle.
- manage project technical issues, risks and project change requests to ensure successful and on-time project delivery.
- Operational performance by providing accurate forecasts in finance Key Performance Indicators: Sales, Cash & Margin.
- Responsible for tracking and reporting accurate project status and manage variances, develop and manage project issue escalation and resolution process.
- Develop and implement plans to improve project results beyond established budgets and results.
- Contribute to process improvement initiatives as it relates to improving project delivery & Customer's satisfaction.

Sr. Project Manager

08/15/2022 to 06/30/2023

De Nora Water Technologies

Sugar Land, TX

- Manages cross functional Team in managing multiple projects across different product lines, promote collaboration to meet project objectives consistently.
- Maintained strong relationship with internal and external stakeholders by managing expecting leading to a higher satisfaction rate.
- Mentored new PMs to bring them up to speed in various aspects of managing different projects.
- Creates, manages, and understands impacts to project scope, constraints, and schedule.
- Performs critical path analysis. Work on standard practices and improvements.
- Coordinates the creation of work schedules and maintains active work planning using scheduling tools related work tracking methods.
- Sponsors process and practice improvements in the project management environment and serves as a catalyst for project management excellence.

Project Manager
De Nora Water Technologies

06/22/2020 to 08/14/2022
Sugar Land, TX

- Responsible for overall execution of Clortec projects from inception to completion, making sure that projects are executed in time with a higher contribution margin.
- Assist consulting engineers in designing the system at the proposal stage make sure that the company has an edge on securing the projects with the right budget so that it can be executed at a higher margin.
- Prepare process diagram as a basis for overall system design.
- Review mechanical and electrical design and prepare all projects documentation for approval prior to release to production. Oversee equipment fabrication and assembly. Manage cost, schedule, and contribution margin and provide monthly revenue projections.
- Work on product development for continuous improvement to reduce cost and improve design to make product competitive in the market.

Engineering Supervisor/Project Mgr.
De Nora Water Technologies

09/2015 to 06/21/2022
Sugar Land, TX

- Manages internal & external engineering resources needed to execute multiple OSHG projects.
- Responsible for overall execution of Clortec projects from inception to completion, making sure that projects are executed with higher margin and on time delivery.
- Assist consulting engineers in designing the system at the proposal stage make sure that the company has an edge on securing the projects with the right budget.
- Prepare process diagram as a basis for overall system design. Review mechanical and electrical design and prepare all projects documentation for approval prior to release to production.
- Oversee equipment fabrication and assembly. Manage cost, schedule, and contribution margin and provide monthly revenue projections.
- Work on product development for continuous improvement to reduce cost and improve design to make product competitive in the market.

Project Engineer
Severn Trent De Nora

02/2012 to 09/2015
Sugar Land, TX

- Responsible execution of various onshore and offshore OSHG projects making sure that projects are executed in time per projects specification with a higher contribution margin.
- Prepare process diagram as a basis for overall system design and review mechanical assembly drawings and electrical design and prepare all projects documentation for approval prior to release to production.
- Oversee equipment fabrication and assembly.
- Manage cost, schedule, and contribution margin and provide monthly revenue projections. Work on value engineering reduce cost and improve design including working with NSF on product certifications.

**Engineering Supervisor/Project Manager
Severn Trent Water Purification**

**04/2005 to 02/2012
Torrance, CA**

- Responsible for overall execution of Clortec projects in North America region from inception to completion, making sure that projects are executed in time with a higher contribution margin.
- Supervise work of 3 PE/PM making sure that the technical aspect of the project is done per specs/contact, on time and within budget and ensuring that target contribution margin is achieved.
- Assist consulting engineers in designing the system at the proposal stage including to make sure that the company has an edge on securing the projects with the right budget so that it can be executed at a higher margin.
- Work with R&D on resolving product issues and continuous improvement to reduce cost and improve design to make product competitive in the market.

**Mechanical Design Engineer
KCH Consulting Engineers**

**01/2001 to 04/2005
Los Angeles, CA**

- Worked under the supervision of Senior Engineer on various stages of Engineering design which include site investigations, schematic design and documentations up to final design stage on Power distribution systems, Computer Networking system, PA/ Intercom system, Intrusion Alarm system and Automatic Fire Alarm system mostly on Los Angeles Unified School District's Safety and Technology project.
- Review submittals shop drawings and represent company at DSA during plan review process. In charge of construction administration of various school projects, attend weekly meetings and take care of RFC's and other design related issues during construction.
- Worked with several HVAC design projects doing ductwork and piping design, sizing of fans and air handlers and general ventilation systems.

**Mechanical Engr./Operations Mgr.
Agbanlog Enterprises, Inc.**

**Aug.1990 – October 2000
Saipan, Northern Mariana Is**

- Responsible for design and installation of Rock Crushing Plant and Semi-automatic Concrete Hollow Block Plant.
- Supervised daily Rock quarry operations, including production scheduling and controls. Developed Preventive Maintenance program and breakdown evaluation analysis of Rock crushing Plant and various Earthmoving equipments for quarrying operations.
- Prepared design and supervised any Engineering related projects.

**Facilities Engineering Supervisor
Sterling Motor Corporation**

**October 1988 – July 1990
Manila, Philippines**

- Developed and implemented Preventive Maintenance (PM) program, which includes work planning and scheduling, failures and breakdown analysis.
- Supervised daily activities of maintenance personnel to ensure optimum overall machines condition and minimize production downtime.
- Updated maintenance record of plant tools and equipment and attends to every problem pertaining to plant facilities.

Staff engineer
Sterling Motor Corporation

April 1988 – Oct 1990
Manila, Philippines

Prepared fabrication drawing and evaluate test results of various mechanical components for Prototype development of Asian Utility Vehicle (AUV) prior to integration into assembly line. Developed various methods to improve production efficiency. Prepare design and handle different in-house special projects such as upgrading of existing electrical system, compressed air lines and construction of additional production area.

Education

Bachelor of Science: Mechanical Engineering
Mapua Institute of Technology

1987
Manila, Philippines

Project Management
University of California

2005
Los Angeles. CA

Professional License.

Licensed Mechanical Engineer (1988), Philippines



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SUSTAINABILITY
EXCITING



DAVID McWALTERS

(310) 650-8497

davemac96@gmail.com

PROFILE

A seasoned professional with a proven track record for building and leading successful service organizations while providing excellent customer service.

CAREER ACCOMPLISHMENTS

- Established a group of third-party Authorized Service Providers (ASR's) with annual agreements including pre-negotiated service rates and Terms & Conditions
- Developed and implemented regional service strategy plans by product
- Assisted in improving and monitoring product quality and reliability
- Improved safety design by collaborating with Engineering and R&D
- Implemented safety retrofits on more than 800 systems located throughout the world
- Enhanced reliability and performance of the Onsite Hypochlorite Generation equipment by capturing the voice of the market, documenting, and articulating the same to business unit
- Improved customer satisfaction while increasing revenue generated from spare parts and maintenance contracts by more than 60%

PROFESSIONAL EXPERIENCE

De Nora Water Technologies, Sugar Land, TX
Service Manager- Americas

July 2015 – Current

- Manage a service team for 10 different product lines
- Responsible for global service and commissioning operations
- Responsible for managing field service P&L and H&S

Severn Trent De Nora, Sugar Land, TX
Service Manager for Severn Trent Services – ClorTec division

August 2011 – July 2015

- Manage Field Service projects from commissioning to warranty issues
- Produced training manuals and videos for service providers
- Managed a group of direct reports and sub-contractors which included coordination of service, system start-ups, system training and system installations in the US, Canada, Mexico, Singapore and the Middle East
- Responsible for managing field service P&L and H&S

Severn Trent Services, Torrance, CA

August 2006 – August 2011

National Service Manager for Severn Trent Services – ClorTec Business Unit

- Traveled to different regions within North America and visited with key customers and Agents to promote services and solve site specific design issues while generating revenue on parts and service agreements
- Established a new personal incentive plan and helped train production staff on proper assembly techniques and workmanship quality which in return reduced customer service complaints
- Assisted in the retrofit design to improve reliability of the product throughout North America

Severn Trent Services, Torrance, CA

October 2005 – August 2006

Mechanical/Design Engineer

- Relocated from Campbell to Torrance, CA
- Applied knowledge gained as a Lead Installer to designs in order to eliminate warranty issues
- Worked on numerous municipal projects creating, P&ID's, equipment layouts, and generating the bill of materials for each project
- Improved product design by identifying the most common points of failure
- Responsible for managing projects for on time and on budget delivery

Severn Trent Services, Campbell, CA

December 1999 – September 2005

Lead System Installer

- Identified product reliability issues with existing water disinfection technology
- Instrumental in collaborating with the R&D team on product development projects
- Installed, commissioned, and serviced more than 200 disinfection and water treatment systems in western 13 states
- Gained full understanding of power distribution, fluid hydraulics, electrochemistry and construction practices
- Managed projects in the field from start to finish, including planning, purchasing, system installation, commissioning and training

Chemical Services Company, San Jose, CA

August 1996 – November 1999

Field Service Technician

- Responsible for the operation of over water treatment systems providing routine weekly service
- Responsible for 24/7 on call emergency service

Chemical Services Company, San Jose, CA

September 1995 – July 1996

Warehouse Manager

- Performed daily shipping and receiving
- Controlled inventory stock and organization
- In charge of manufacturing and assembling system components

GENERAL KNOWLEDGE OF

- Water and Wastewater Treatment
- Hydraulics
- Electrical circuits
- PLC Logic
- Microsoft Office Suite (Word, Excel, PowerPoint)

TRAINED IN THE FOLLOWING AREAS

- Technical writing
- Management/ Leadership
- Project Management
- Health and Safety
- LEAN manufacturing
- CRM and MRP
- Auto Cad training

REFERENCES

Upon Request



Robert E. Crutchfield

1339 Kane Ct Rosenberg Texas 77471 Ph: 832-213-8754, email: rcrutchfield20@gmail.com

- Objective** To find employment where my extensive troubleshooting and leadership skills are utilized.
- Experience**
- Interior Communications Specialist
Mar 1989- Dec 1998 US Navy, Various Location
- Troubleshoot, repair, and perform maintenance on shipboard visual and voice equipment.
 - Supervised up to 15 Communication Specialist to help maintain ship battle readiness.
 - Manage shop's preventive maintenance program.
- Maintenance Electrician
Dec 1998- Dec 2001 Gulf States Tube, Rosenberg Texas
- Troubleshoot and repair various electrical systems in the plant.
 - Monitor and manipulate the PLC programs on various pieces of equipment.
 - Perform preventative maintenance on production equipment
- Field Service Technician
Jan 2002- Jun 2007 Severn Trent DeNora, Sugarland Texas
- Commission Sewage Treatment and Hypochlorite Generator Packages.
 - Troubleshoot and repair Sewage Treatment and Hypochlorite Generator packages.
 - Provide feedback to the Engineering group detailing successes and failures encountered while performing job duties.
 - Adhere to all of the company's Health and Safety policies
- Technical Services Supervisor
Jun 2007- Sept 2014 Severn Trent DeNora, Sugarland Texas
- Supervise and schedule Regional Service Managers and subcontractors.
 - Formulates goals and strategies for the offshore portion of field service.
 - Creates and circulate service bulletins to the customer.
 - Provide training courses for the customer and service representatives.
 - Provide service quotes to the customer for all after market service.
 - Assist in problem solving technical issues during the life of the project.
 - Ensure that the offshore service group, including service representatives, follows all health and safety policies and ensure that they are properly trained.
 - Assist with technical issues and validate warranty claims.
 - Ensure that negotiated Terms and Conditions are in place before sending service personnel to a site.
 - Develop field service policies and communicate them to the company.
 - Manage service project margins.
 - Track and control warranty cost.

Inside Sales Manager

Sept 2014- Present De Nora Water Technologies Texas

- Manages Inside Sales Team
- Responsible for forecasting and achieving the Aftersales Team sales targets
- Responsible to maintain Aftermarket margins across five product lines
- Ensure that the Aftermarket revenue target is achieved
- Maintain the spare parts pricing list
- Develop and maintain Standard Operating Procedures for the Aftersales team
- Develop and track company Aftersales KPIs
- Responsible for the training and development of the Inside Sales Team

Education

Istrouma High School, Baton Rouge La.

Aug 1984- May 1988

- Diploma

Naval Training Center, San Diego Ca

Mar 1989- Dec 1989

- Basic Electricity Electronics certificate

Naval Training Center, Alameda Ca

May 1993- Jun 1993

- Leadership Development certificate

Custom Allen Bradley PLC Programming, Rosenberg Tx

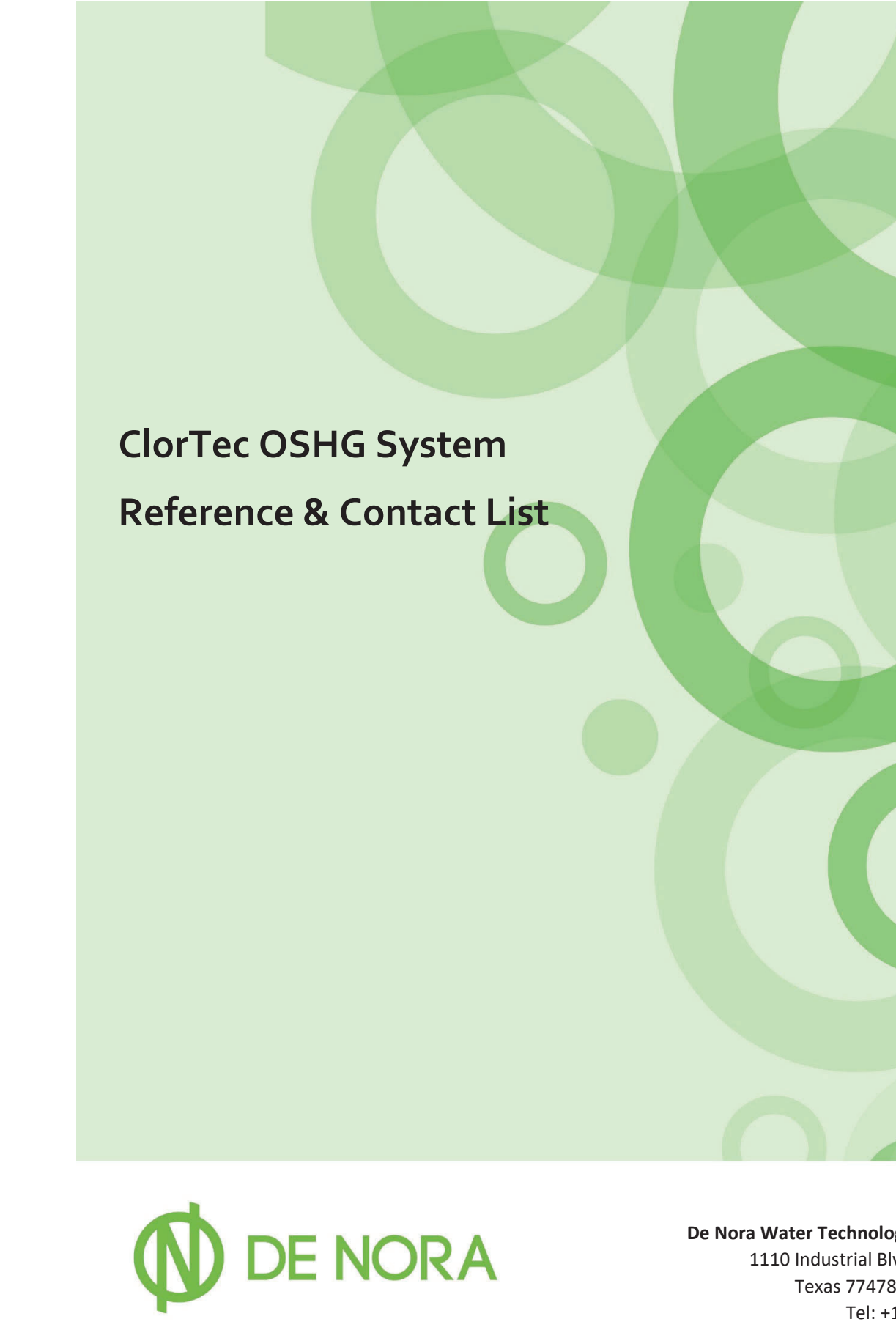
- Course certificates

Interests

I enjoy working with people to accomplish the common goals of a successful company. I also enjoy sports and learning about new technologies and equipment.

References

References are available on request.



ClorTec OSHG System Reference & Contact List



De Nora Water Technologies Texas, LLC
1110 Industrial Blvd., Sugar Land
Texas 77478, United States
Tel: +1 281 240 6770

ClorTec OSHG Partial Americas Reference List

Project Name:	EMWD Well #90
Project Location:	Hemet/San Jacinto, California
Year of Installation:	2006
Capacity of OSHG System:	900 ppd
Brief Description and Scope of Work:	2 x 450# CT units with rectifier, control panel, softener, brine tank, hypo tank, blowers, metering pumps and startup services.
Owner Contact Info:	Phil Lancaster Water Production Supervisor Eastern Municipal Water District 1283 N. Kirby St. Hemet, CA 92543 Work: (951) 928-3777 x7303 Mobile: (951) 300-3675 lancastp@emwd.org
Project Name:	Newhall County Water District
Project Location:	Newhall County
Brief Description and Scope of Work:	CT units with rectifier, control panel, softener, brine tank, hypo tank, blowers, metering pumps and startup services.
Owner Contact Info:	Joshua (JJ) Jenkins Water Operations Supervisor Newhall County Water District 23780 North Pine Street P.O. Box 220970 Santa Clarita, California 23780 jjenkins@ncwd.org
Project Name:	Cedar Creek Pump Station
Project Location:	City of Kelowna, BC, Canada
Year of Installation:	2008
Capacity of OSHG System:	75 ppd
Brief Description and Scope of Work:	1 x CT-75 unit with rectifier, control panel, softener, water heater, brine tank, blowers, metering pumps and startup services.
Owner Contact Info:	Brad Stuart Supervisor City of Kelowna 951 Raymur Avenue Kelowna, BC V1Y4Z7 bstuart@kelowna.ca Work: 250-469-8787

Project Name: Williams Lake
Project Location: Williams Lake, BC, Canada
Year of Installation: 2008
Capacity of OSHG System: 150 ppd
Brief Description and Scope of Work: 1 x CT-150 unit with rectifier, control panel, softener, water heater, brine tank, blowers, metering pumps and startup services.
Owner Contact Info: Joe Engleberts
Supervisor
City of Williams Lake
450 Mart Street
Williams Lake, BC V2G1N3
jengleberts@williamslake.ca
Work: (250) 392-1785
Mobile: (250) 392-0867

Project Name: Winston-Green Sanitary District
Project Location: Roseburg, OR
Year of Installation: -
Capacity of OSHG System: 36 ppd
Brief Description and Scope of Work: 2 x MCT-36 units with power supply panel, control panel, softener and startup services.
Owner Contact Info: Christopher Sherlock
Plant Superintendent
Winston-Green WWTF
658 Harmony Lane
Roseburg, OR 97471
chris.sherlock@cityofwinston.org
Work: (541) 679-5152
Fax: (541) 679-5326

Project Name: Chandler WTP
Project Location: Chandler, AZ
Year of Installation: 2007
Capacity of OSHG System: 6000 ppd
Brief Description and Scope of Work: 2 x 3000# CT units with rectifier, control panel, softener, brine tank, brine pump skid, water chiller, hypo tank, blowers, acid cart, metering pumps and startup services.
Owner Contact Info: Chris Kincaid
Maintenance Coordinator
City of Chandler
1475 E Pecos Rd
Chandler, AZ 85224
(480) 782-3619
Chris.Kincaid@chandleraz.gov

Project Name: Suez (Formerly United Water)
Project Location: Boise, Idaho
Year of Installation: Last 15 years
Capacity of OSHG System: 33 separately installed units, 12 to 300 ppd
Brief Description and Scope of Work: MCTs & CT units with rectifier, control panel, softener, brine tank, heater, blowers, acid cart and startup services.
Owner Contact Info: Bob Lawrence
Suez (Formerly United Water)
8248 W. Victory Rd.
Boise, Idaho 83709
(208) 362-7370
Bob.Lawrence@suez-na.com

Project Name: Asotin County PUD – Well #6
Project Location: Clarkston, WA
Year of Installation: Last 10 years
Capacity of OSHG System: 75 ppd
Brief Description and Scope of Work: CT units with rectifier, control panel, softener, brine tank, heater, blowers, acid cart and startup services.
Owner Contact Info: Tim Simpson
Asotin County PUD
PO Box 605
Clarkston, WA 99403-0605
(509) 758-1010
tsimpson@asotinpud.org

Project Name: Crescent WTP
Project Location: Louisville, KY
Year of Installation: 2010
Capacity of OSHG System: 9000 ppd
Brief Description and Scope of Work: 6 x 1500# CT units with rectifier, control panel, softener, brine tank, brine pump skid, water chiller, heater, blowers, acid cart and startup services.
Owner Contact Info: Scott Smith
Louisville Water Co.
201 Stiliz Ave
Louisville, Ky 40206
(502) 489-0315
scsmith@lwcky.com

Project Name: South District WWTP
Project Location: Miami-Dade, Florida
Year of Installation: 2010
Capacity of OSHG System: 21,000 ppd
Brief Description and Scope of Work: 7 – 3000# CT units, including rectifier, controls, rack/skid, softener, tanks, instruments, performance testing, startup services, etc.
Owner Contact Info: Mark McNamara
Plant Maintenance Supervisor

Miami Dade Water & Sewer Dept.
South District WW Treatment Plant
8950 SW 232 ST
Miami, FL 33190
786-268-5684
MMCNAM@miamidade.gov

Project Name: Woodcreek WTP
Project Location: Bernstadt, KY
Year of Installation: 2007
Capacity of OSHG System: 1500 ppd
Brief Description and Scope of Work: 2 x 750# CT units with rectifier, control panel, softener, brine tank, heater, blowers, acid cart and startup services.
Owner Contact Info: Robert Doan
984 Filter Plant Rd
E. Bernstadt, KY 40729
(606) 843-7113

Project Name: North Okanagan WTP
Project Location: Regional District of North Okanagan
Year of Installation: Est. 2008
Capacity of OSHG System: 24 ppd
Brief Description and Scope of Work: MCT units with rectifier, control panel, softener, brine tank, heater, blowers, acid cart and startup services.
Owner Contact Info: Sandy Edwards
1014 Whitevale Road
Lavington, BC V1B 3E7
(250) 550-3773
Sandy.Edwards@rdno.ca

Project Name: Brookwood Wells
Project Location: Township of Langley
Year of Installation: Est. 2009
Capacity of OSHG System: 6, 36
Brief Description and Scope of Work: T & MCT units with rectifier, control panel, softener, brine tank, heater, blowers, acid cart and startup services.
Owner Contact Info: Larry Massier
4914 – 221 Street
Langley, BC V3A 3Z8
(604) 532-7322
lmassier@tol.bc.ca

Project Name: Prince George Well Sites
Project Location: City of Prince George
Year of Installation: Est. 2007
Capacity of OSHG System: 36, 75, 36
Brief Description and Scope of Work: MCT & CT units with rectifier, control panel, softener, brine tank, heater, blowers, acid cart and startup services.

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Owner Contact Info:

Dave Bobbie
4050 – 18th Avenue
Prince George, BC V2N 4R8
Canada
(250) 613-8105
dbobbie@city.pg.bc.ca

Project Name:

Maple Ridge Well Sites

Project Location:

District of Maple Ridge

Year of Installation:

Est. 2011

Capacity of OSHG System:

12

Brief Description and Scope of Work:

2 x T units with rectifier, control panel, softener, brine tank, heater, blowers, acid cart and startup services.

Owner Contact Info:

Bruce Gailling
23925 Dewdney Trunk Road
Maple Ridge BC V4R 1W1
Canada
(604) 463-5221
bgailling@mapleridge.ca

Project Name:

Chase Wells

Project Location:

Village of Chase

Year of Installation:

Est. 2007

Capacity of OSHG System:

36, 6

Brief Description and Scope of Work:

MCT & CT units with rectifier, control panel, softener, brine tank, heater, blowers, acid cart and startup services.

Owner Contact Info:

Patrick Regush
PO Box 440
826 Okanagan Avenue
Chase BC V0E 1M0
Canada
(250) 679-3436
regush@cablelan.net

Project Name:

Clinton WTP

Project Location:

Village of Clinton

Year of Installation:

Est. 2006

Capacity of OSHG System:

MCT-12

Brief Description and Scope of Work:

MCT unit with rectifier, control panel, softener, brine tank, heater, blowers, acid cart and startup services.

Owner Contact Info:

Karl Hansen
Clinton, BC
(250) 459-2261
khansen@village.clinton.bc.ca

Project Name:

Canal Road Well Field

Project Location:

City of Lafayette, IN

Year of Installation:



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Capacity of OSHG System: 300 ppd
Brief Description and Scope of Work: CT units with rectifier, control panel, softener, brine tank, heater, blowers, acid cart and startup services.
Owner Contact Info: Kerry Smith
(765) 807-1710
ksmith@lafayette.in.gov

Project Name: Brownsburg Water WTP
Project Location: Brownsburg, IN
Year of Installation: 2013
Capacity of OSHG System: 150 ppd
Brief Description and Scope of Work: CT unit with rectifier, control panel, softener, brine tank, heater, blowers, acid cart and startup services.
Owner Contact Info: Mike Good
(317) 710-4559
mgood@brownburg.org

Project Name: Oliver Wells
Project Location: Town of Oliver
Year of Installation: 2008, 2012
Capacity of OSHG System: 12 ppd, 24 ppd
Brief Description and Scope of Work: MCTs unit with rectifier, control panel, softener, brine tank, heater, blowers, acid cart and startup services.
Owner Contact Info: Arvid Bensler
P.O. Box 63834765
91st Street
Oliver, BC V0H 1T0
Canada
(250) 485-6213
abensler@oliver.ca

Project Name: South Coast Water District
Project Location: Dana Point, CA
Year of Installation: 2006
Capacity of OSHG System: MCT-24, MCT-36 Skids
Brief Description and Scope of Work: Equipment supply
Owner Contact Info: Mr. Steve Dishon
Email: sdishon@scwd.org
Tel: (949) 499-4555; 3900

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DE NORA WATER TECHNOLOGIES CORPORATION

1110 Industrial Blvd., Sugar Land, Texas 77478, United States - ph +1 281 240 6770 - fax +1 281 240 6762

Mail info.dnwt@denora.com **web** www.denora.com

ClorTec OSHG Partial EMEA Reference List

Project Name: SUMAIL PROJECTS: CONSTRUCTION OF WATER SUPPLY SYSTEM TO TAWI NISF, WADI MAHRAM, SAYMA AND OTHER VILLAGE IN SUMAIL AND IZKI WILAYAT

Project Location: OMAN

Year of Installation: 07/2015

Capacity of OSHG System: 36 PPD – 3 UNITS

Brief Description and Scope of Work: Supply, installation and commissioning of 3CT-36 electrochlorination unit

Owner Contact Info: PAEW
P. O. Box 149, P.C. 130, Sur, OMAN
Mr. Othman Salim Othman Al-Dhaili - Operation Manager
TEL 968 92819944
FAX 968 25540399
MAIL othman.al-dhaili@paew.gov.om
(contractor IET Co – OMAN - ahmed.albusaidi@ietc-oman.com)

Project Name: SUR CITY

Project Location: OMAN

Year of Installation: 01/2015

Capacity of OSHG System: 24PPD – 4 UNITS

Brief Description and Scope of Work: Supply, installation and commissioning of 4CT-24 electrochlorination units

Owner Contact Info: PAEW
P. O. Box 149, P.C. 130, Sur, OMAN
Mr. Othman Salim Othman Al-Dhaili – Operation Manager
TEL 968 92819944
FAX 968 25540399
MAIL othman.al-dhaili@paew.gov.om
(contractor IET Co – OMAN - ahmed.albusaidi@ietc-oman.com)

Project Name: AL AIN ENHANCEMENT – TENDER O-1434

Project Location: U.A.E.

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Year of Installation: 7/2011
Capacity of OSHG System: 2400 PPD – 2 UNITS
Brief Description and Scope of Work: Supply, assistance to installation and commissioning of 2CT-2400 electrochlorination units
Owner Contact Info: ADSSC - Abu Dhabi Sewerage Services Company
P.O. Box 108801
Abu Dhabi United Arab Emirates
Mr P.S. Venkatesh - Senior Contracts Engineer
TEL 971 2 694 7153
FAX 971 2 694 7088
MAIL poondi.venkatesh@adssc.ae
(contractor Drake & Scull Intl PJSC –UAE – Mr Angelo S. Rivano - Angelo.Rivano@drakescull.com)

Project Name: 4072/002 KIYANLL Seawater Desalination Plant.
Project Location: TURKMENISTAN
Year of Installation: 12/2014
Capacity of OSHG System: 600 PPD – 3 units
Brief Description and Scope of Work: Supply, assistance to installation and commissioning of 2CT-600 electrochlorination units
Owner Contact Info: Polimeks Insaat Taahhut ve San. Tic. A.S.
Elmadag, Asker Ocagi Caddesi Suzer Plaza - Sisli / Istanbul TURKEY
Mr Figen Nayal - Water Treatment Project Group Manager / Environmental Engineer
Tel 90 212 249 3737
Fax 90 212 293 4550
MAIL nail.fnayal@polimeksinsaat.com

Project Name: TAKREER BROMATE FREE PROJECT
Project Location: UAE
Year of Installation: 7/2014
Capacity of OSHG System: 150 PPD – 2 UNITS
Brief Description and Scope of Work: Supply, assistance to installation and commissioning of 2CT-600 electrochlorination units
Owner Contact Info: Takreer Abu Dhabi Oil Refining Company (TAKREER)
P.O. Box 3593
Abu Dhabi - U.A.E.
Mr Mohamed O. Al Yabhouni - Engineering & Projects Division Manager
Tel (971-2) 6027300 / 6027562
Fax (971-2) 6027400
MAIL malyabhouni@takreer.com
(contractor TOLEDO Electrical & Mechanical Works Co. L.L.C. UAE – Ms Violeta Dubuleac - violeta.dubuleac@toledo.ae)

Project Name: Naberezhnye Chelny

Project Location: Russia
Year of Installation: 6/2014
Capacity of OSHG System: 1500 PPD – 3 UNITS
Brief Description and Scope of Work: Supply and engineering 3 CT 1500 electrochlorination units
Owner Contact Info: ZAO Chelnyvodokanal
D.27 Promyshlennno-kommunalnaya Zona
Naberezhnye Chelny, 423810 Russian Federation
tel: 0007-85523837
Fax: 0007-85525344
(contractor EUROPUMPS – Russia - Mr Ilya F. Lobanov - i.lobanov@europumps.ru)

Project Name: South Shamka Lot 2
Project Location: U.A.E.
Year of Installation: 9/2013
Capacity of OSHG System: 150 PPD – 2 UNITS
Brief Description and Scope of Work: Supply, assistance to installation and commissioning of 2CT-150 electrochlorination units
Owner Contact Info: ADEWA - Abu Dhabi Water & Electricity Authority
PO Box 6120 Abu Dhabi U.A.E.
Mr Rashid Al Areef – Procurement and Contracts Director
Tel971-2-6943210
Fax 971-2-6943299
MAIL rashid@adewea.gov.ae
(Contractor EAGLES ELECTROMECHANICAL UAE –Mr Hatem A. Abdel Nabi - hatem@eagle-ad.ae)

Project Name: LUSAIL CP1
Project Location: QATAR
Year of Installation: 7/2012
Capacity of OSHG System: 200 PPD – 1 UNIT
Brief Description and Scope of Work: : Supply, assistance to installation and commissioning of 1CT-200 electrochlorination units
Owner Contact Info: Kahrama
Po Box 41 – Doha - Qatar
MR Dr. Khalid Yahya Abid - Sr. Water Quality Specialist Health Safety & Environment Dept.
TEL (974) 484-5597
FAX (974) 484-5595
MAIL kabid@km.com.qa
(contractor STREAM –Qatar)

Project Name: LUSAIL PROJECT CPO6C
Project Location: QATAR
Year of Installation: 4/2015
Capacity of OSHG System: 200PPD – 1 UNIT

Brief Description and Scope of Work: Supply, installation and commissioning of 4CT-24 electrochlorination units

Owner Contact Info: Kahrama
Po Box 41 – Doha - Qatar
MR Dr. Khalid Yahya Abid - Sr. Water Quality Specialist Health Safety & Environment Dept.
TEL 974 484-5597
FAX 974 484-5595
MAIL kabad@km.com.qa

(contractor HBK Engineering UAE – Mr Mohamed Salah - salah.hbk@gmail.com

Project Name: WWTP Orotava, Puerto de la Cruz
Project Location: CANARY ISLANDS SPAIN
Year of Installation: 2006
Capacity of OSHG System: 225 PPD – 1 UNIT
Brief Description and Scope of Work: : Supply, assistance to installation and commissioning of 1CT-225 electrochlorination units - The supply of the equipment excluded the softener, the salt saturator and the hypochlorite tank

Owner Contact Info: ACIONA AGUA & CADAGUA
C/ Bencomo S/N. Puerto de la Cruz – Canary Islands
Mr Antonio Ojeda Moreno - Jefe de planta
Tel 669426178 / 922383905
MAIL aom@cadagua.es

Project Name: Huntington WTW COMAH Improvements
Project Location: United Kingdom
Year of Installation: 2012
Capacity of OSHG System: 1500 PPD -6 units
Brief Description and Scope of Work: Design Assistance, Equipment supply, electrical install, commissioning, training

Owner Contact Info: United Utilities PLC Co
Mr Stephen Wade
MAIL stephen.wade@uuplc.co.uk

Project Name: Bamford WTW – ClorTec CT900
Project Location: United Kingdom
Year of Installation: 2006
Capacity of OSHG System: 900 PPD -3 units
Brief Description and Scope of Work: Retrofit Design Assistance, Equipment supply, Mechanical and electrical install, commissioning, training

Owner Contact Info: SEVERN TRENT DE NORA
Mr Richard Warner
MAIL Richard.Warner@severntrent.co.uk



P-XXXXX Q-XXXX XXXX



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DE NORA WATER TECHNOLOGIES CORPORATION

1110 Industrial Blvd., Sugar Land, Texas 77478, United States - ph +1 281 240 6770 - fax +1 281 240 6762

Mail info.dnwt@denora.com **web** www.denora.com



STATE OF
WASHINGTON

RESELLER PERMIT

Washington State Department of Revenue

PO Box 47476 • Olympia, WA 98504-7476 • 1-800-647-7706

Issued to:

602-209-053

DE NORA WATER TECHNOLOGIES, INC.

3000 ADVANCE LN

COLMAR, PA 18915-9432

Permit Number: A35442426

Effective Date: Mar-29-2022

Expiration Date: Mar-28-2026

Business Activities:

Other Commercial and Service Industry Machinery Manufacturing

All Other Professional, Scientific, and Technical Services

This permit can be used to purchase:

- Merchandise and inventory for resale without intervening use
- Ingredients, components, or chemicals used in processing new articles of tangible personal property produced for sale
- Feed, seed, seedlings, fertilizer and spray materials by a farmer
- Materials and contract labor for retail/wholesale construction
- Items for dual purposes (see Purchases for Dual Purposes on back)

This permit cannot be used to purchase:

- Items for personal or household use
- Promotional items or gifts
- Items used in your business that are not resold, such as office supplies, equipment, tools, and equipment rentals
- Materials and contract labor for public road construction or U.S. government contracting (see Definitions on back)
- Materials and contract labor for speculative building

This permit is no longer valid if the business is closed.

The business named on this permit acknowledges:

- It is solely responsible for all purchases made under this permit
- Misuse of the permit:
 - Subjects the business to a penalty of 50 percent of the tax due, in addition to the tax, interest, and penalties imposed (RCW 82.32.291)
 - May result in this permit being revoked

Notes (optional): _____

Important: The Department of Revenue may use information from sellers to verify all purchases made with this permit were qualified.

IMPORTANT

Please read the following information carefully.

Step 1: Provide paper or electronic copies to sellers from which you make purchases.

Step 2: Keep your original reseller permit on file.

If you have a change in business structure (e.g. sole proprietor, partnership/corporation), you will need to reapply for a new permit under your new tax registration number.

For a complete list of approved uses for your reseller permit, please refer to RCW 82.04.060 and RCW 82.04.050.

Purchases for Dual Purposes

If you don't know at the time of purchase whether item(s) will be consumed or resold, you must purchase according to the general nature of your business.

- If your business principally (more than 50 percent) consumes the item(s), you should not use a reseller permit for that purchase.
- If your business principally resells the item(s), you may use a reseller permit and then report use tax on the item(s) consumed.

Contractor Information

Contractors may not use the permit for the following types of transactions:

- Purchase/rental of equipment or tools
- Purchase of supplies that do not become an ingredient or component part of the project (e.g. sandpaper, masking tape, saw blades, etc.)
- Purchase of materials and contract labor for public road construction or U.S. government contracting
- Purchase of all materials and contract labor for speculative building

Definitions

Materials and Contract labor

"Materials" refers to items that become part of real property built or improved, such as lumber, concrete, paint, wiring, pipe, insulation, nails, screws, drywall, etc. This does not include consumable supplies, tools, or equipment rentals.

"Contract labor" refers to contractors and subcontractors hired to perform construction services. The purchase of contract labor refers to the total amount charged by a contractor or subcontractor.

Retail/Wholesale construction

"Retail/Wholesale construction" refers to the constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property. Retail/Wholesale construction does not include U.S. government contracting, public road construction, or speculative building.

Public road construction

"Public road construction" refers to a prime contractor or subcontractor building, repairing, or improving a roadway owned by the federal government, municipal corporation, or political subdivision. Public road construction does not include the building, repairing, or improving a roadway owned by the state of Washington; this is a retail/wholesale construction activity.

Speculative building

"Speculative building" refers to the construction of buildings for sale or rental by a person or entity upon real estate owned by that person or entity.

U.S. government contracting

"U.S. government contracting" refers to businesses performing construction or improvements to real property of, or for, the United States or a city/county housing authority. It includes construction and repairs to structures, clearing land, and moving earth.

More Information

Application forms and complete information are available online at dor.wa.gov or by calling 1-800-647-7706.

Seller Information

A seller accepting a reseller permit will not be held liable for any uncollected sales tax.

The seller must keep a copy of the reseller permit in its records for five years after its last use.

Verification of Permit Use

The Department of Revenue checks reseller permit purchases regularly. Misuse of a permit may result in additional penalties (including 50% misuse penalty) and/or possible revocation of the permit.





OFFICIAL LISTING

NSF certifies that the products appearing on this Listing conform to the requirements of
NSF/ANSI/CAN 61 - Drinking Water System Components - Health Effects

This is the Official Listing recorded on June 10, 2024.

De Nora Water Technologies, LLC
1110 Industrial Boulevard
Sugar Land, TX 77478
281-240-6770

Facility: Sugar Land, TX

Mechanical Devices

Trade Name	Size	Water Contact Temp	Water Contact Material
Chemical Generators [1] [G]			
Miox 4-AE	[2]	CLD 23	MLTPL
Miox 6-AE	[3]	CLD 23	MLTPL
Miox 8-AE	[4]	CLD 23	MLTPL
ClorTec 25-V	[5]	CLD 23	MLTPL
ClorTec 25-V-SC	[6]	CLD 23	MLTPL
ClorTec 50-V	[5]	CLD 23	MLTPL
ClorTec 50-V-SC	[6]	CLD 23	MLTPL
ClorTec 75-V	[5]	CLD 23	MLTPL
ClorTec 75-V-SC	[6]	CLD 23	MLTPL
ClorTec 100-R	[7] [8]	CLD 23	MLTPL
ClorTec 100-V	[5]	CLD 23	MLTPL
ClorTec 100-V-SC	[6]	CLD 23	MLTPL
ClorTec 200-R	[7] [8]	CLD 23	MLTPL
ClorTec 300-R	[7] [8]	CLD 23	MLTPL
ClorTec 400-R	[7] [8]	CLD 23	MLTPL
ClorTec 500-R	[7] [8]	CLD 23	MLTPL
ClorTec 500-RS [9]	[10]	CLD 23	MLTPL
ClorTec 1000-RS [9]	[10]	CLD 23	MLTPL
ClorTec 1500-RS [9]	[10]	CLD 23	MLTPL
ClorTec 2000-RS [9]	[10]	CLD 23	MLTPL
ClorTec 75-C	[11]	CLD 23	MLTPL
ClorTec 100-C	[11]	CLD 23	MLTPL
ClorTec 150-C	[11]	CLD 23	MLTPL
ClorTec 200-C	[11]	CLD 23	MLTPL
ClorTec 225-C	[11]	CLD 23	MLTPL
ClorTec 300-C	[11]	CLD 23	MLTPL
ClorTec 450-C	[11]	CLD 23	MLTPL
ClorTec 600-C	[11]	CLD 23	MLTPL
ClorTec 750-C	[11]	CLD 23	MLTPL
ClorTec 900-C	[11]	CLD 23	MLTPL
ClorTec 1200-C	[11]	CLD 23	MLTPL

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.



ClorTec 1500-C	[11]	CLD 23	MLTPL
ClorTec 1800-C	[11]	CLD 23	MLTPL
ClorTec 2400-C	[11]	CLD 23	MLTPL
ClorTec 3000-C	[11]	CLD 23	MLTPL
ClorTec 12-C	[11]	CLD 23	MLTPL
ClorTec 24-C	[11]	CLD 23	MLTPL
ClorTec 36-C	[11]	CLD 23	MLTPL
MIOX 15-V-SC	[12]	CLD 23	MLTPL
MIOX 30-V-SC	[12]	CLD 23	MLTPL
MIOX 45-V-SC	[12]	CLD 23	MLTPL
MIOX 60-R-SC	[8] [13]	CLD 23	MLTPL
MIOX 60-V-SC	[12]	CLD 23	MLTPL
MIOX 120-R-SC	[8] [13]	CLD 23	MLTPL
MIOX 240-R-SC	[8] [13]	CLD 23	MLTPL
MIOX 280-R-SC	[8] [13]	CLD 23	MLTPL
MIOX 300-R-SC	[8] [13]	CLD 23	MLTPL
MIOX 300-RS-SC ^[9]	[14]	CLD 23	MLTPL
MIOX 600-RS-SC ^[9]	[14]	CLD 23	MLTPL
MIOX 900-RS-SC ^[9]	[14]	CLD 23	MLTPL
MIOX 1200-RS-SC ^[9]	[14]	CLD 23	MLTPL
Miox 1 ^[9]	[15]	CLD 23	MLTPL
Miox 2 ^[9]	[15]	CLD 23	MLTPL
Miox 3.5 ^[9]	[17]	CLD 23	MLTPL
Rio Grande	[16]	CLD 23	MLTPL
T-6	[11]	CLD 23	MLTPL
T-12	[11]	CLD 23	MLTPL
T-24	[11]	CLD 23	MLTPL
T-36	[11]	CLD 23	MLTPL

[1] Certification of this product has been performed to the health effects requirements of NSF/ANSI/CAN 61, which assesses the acceptability of potential extractants from the chemical generator. No evaluation has been performed on the strength or efficacy of the chemical(s) generated. As unit operation, maintenance and the consistency of source ingredients may affect the performance of the unit, the ensuing chemical(s) is not certified by NSF to NSF/ANSI/CAN 60.

[2] Certification of the Miox 4-AE mixed oxidant units is based on a mixed oxidant solution of 3,800 mg/L (+/- 1,000) free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.

[3] Certification of the Miox 6-AE mixed oxidant units is based on a mixed oxidant solution of 4,200 mg/L (+/- 1,000) free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.

[4] Certification of the Miox 8-AE mixed oxidant units is based on a mixed oxidant solution of 5,000 mg/L (+/- 1,000) free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.

[5] Certification of the ClorTec 25, ClorTec 50, ClorTec 75, and ClorTec 100 Self Cleaning HYPO Units is based on a 8,000 mg/L (+/- 1,000) sodium hypochlorite solution (measured as FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L.

[6] Certification of the ClorTec 25, ClorTec 50, ClorTec 75, and ClorTec 100 Self Cleaning HYPO Units is based on a 5,500-9,000 mg/L sodium hypochlorite solution (measured as FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L.

[7] Certification of the ClorTec units is based on a <= 8,000 mg/L sodium hypochlorite solution (measured as FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L.

[8] Certification is based on a minimum of 720,000 gallons of water treated per day.

[9] Certification does not include the optional integrated brine tank.

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.



- [G] Product is Certified to NSF/ANSI 372 and conforms with the lead content requirements for "lead free" plumbing as defined by California, Vermont, Maryland, and Louisiana state laws and the U.S. Safe Drinking Water Act.

- [10] Certification of the ClorTec 500-RS, ClorTec 1000-RS, ClorTec 1500-RS, and ClorTec 2000-RS is based on a sodium hypochlorite solution of 8,000 mg/L (+/- 1,000) free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.
- [11] Certified for a 0.8% ± 0.05% sodium hypochlorite solution with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.
- [12] Certification of the MIOX 15, MIOX 30, MIOX 45, and MIOX 60 Self Cleaning MIXED OXIDANT units is based on a mixed oxidant solution 4500 mg/L (+/- 1,000) free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.
- [13] Certification of the MIOX units is based on a mixed oxidant solution <= 4,500 mg/L free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.
- [14] Certification of MIOX 300-RS-SC, MIOX 600-RS-SC, MIOX 900-RS-SC, and MIOX 1200-RS-SC is based on a mixed oxidant solution of 4,500 mg/L (+/- 1,000) free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.
- [15] Certification of the MIOX 1 and MIOX 2 mixed oxidant units is based on a mixed oxidant solution of 4,000 mg/L (+/- 1,000) free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.
- [16] Certification of the Rio Grande mixed oxidant units is based on a mixed oxidant solution of 4,500 mg/L (+/- 1,000) free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water. Certification of the Rio Grande hypochlorite units is based on a hypochlorite solution of 8,000 mg/L (+/- 1,000) free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.
- [17] Certification of the MIOX 3.5 mixed oxidant unit is based on a mixed oxidant solution of 6,000 mg/L (+/- 1,000) free available chlorine (FAC) with a dosage rate yielding a maximum chlorine concentration of 10 mg/L into potable water.

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.



INTRODUCTORY LETTER

July 18, 2024

City of Spokane - Purchasing
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316.
Attention: Tanya Lester

Subject: Request for Proposal (**ITB 6190-24 On-Site Sodium Hypochlorite Generators and related equipment**)

Dear Tanya,

We thank you for the opportunity to participate in this exciting project for the “City of Spokane”.

Proposer has received and examined, as part of the Proposal, Addendum No. 01. Proposer accepts all terms and conditions contained in the Request for Proposal and the Professional Services Agreement, except as otherwise specifically noted as an Exception in the Proposal.

The submitted Proposal is valid for a period of ninety (90) days from the time and date Proposals are due.

All materials and documents acquired or produced by the Supplier in conjunction with the resulting contract shall be delivered to and become property of the City of Spokane, without restriction or limitation of future use.

We could not be prouder at the prospect of serving our local community from our North American Water Division headquarters in Sugar Land, TX. We are a leading provider of technologies and solutions for water and wastewater treatment, with experience specific to municipal, energy and industrial markets with thousands of installations worldwide. We bring over 100 years of innovation, experience, and knowledge to solving your most difficult water treatment challenges.

Industrie De Nora is an Italian multinational company listed on the Euronext Milan stock exchange specializing in electrochemistry, a leader in sustainable technologies, and play a vital role in the industrial green hydrogen production chain. The company has a portfolio of products and systems to optimize the energy efficiency of critical industrial electrochemical processes and a range of products and solutions for water treatment. Globally, Industrie De Nora is the world's largest supplier of electrodes for the major industrial electrochemical processes and a range of products and solutions for water treatment. Globally, Industrie De Nora is the world's largest supplier of electrodes for the major industrial electro-chemical processes, serving a broad portfolio of customers operating in the fields of chlorine and caustic soda production, components for electronics, and surface finishing. Industrie De Nora is among the world's leading supplies of water filtration and disinfection technologies for the Municipal, Industrial, Aquatics and Marine sectors.

Founded in 1923, Industrie De Nora generated total revenues of around EUR 853 million and an Adjusted EBITDA of approximately EUR 191 million in 2022. The Company's growth process has developed organically through its continuous innovation as regards external lines through acquisitions in the U.S., Asia, and Europe. De Nora's intellectual property portfolio currently includes more than 260 patent families with more than 2,800 territorial extensions.

The De Nora family owns 53.3% of the company's share capital.

Industrie De Nora three main pillars: Electrodes, Water and Hydrogen

Electrode Technologies:

The core business on which the Company was established in 1923 by Oronzio De Nora.

Water Technologies:

A natural extension of electrochemical solutions for water disinfection and advanced oxidation processes to address all issue related to water with a comprehensive portfolio of technologies and solutions.

Energy Transition:

Leveraging its well-established electrochemical knowledge and proven manufacturing capability, the Company has developed and qualified a portfolio of electrodes and components to produce hydrogen through the electrolysis of water, which is critical for the energy transition.

For financial reporting purposes, our business results are grouped into the following **four regions**:

- North America and LATAM
- EMEA including India
- Brazil
- APAC and China

Our Purpose, Vision, Mission:

Purpose

Together we make it possible for Humanity and Industry to grow and thrive, by ***providing access to clean and safe Water, sustainably.***

Vision

We invest in people with ***talent and passion for the Purpose*** to carry our Mission for the next centennial.

Mission

We deliver value by removing harmful contaminants and pathogens from water with the ***most comprehensive portfolio of Electro and Photochemical Disinfection Technologies***, backed by ***De Nora's 100 years of market-driven innovation.***

Point of Contact During the RFP Process:

Emile Musallam
Regional Sales Manager, West, DNWT
1110 Industrial Blvd, Sugar Land, TX 77478
Emile.Musallam@denora.com
Mobile: +1 (408) 309-1549

Project Manager:

Carmelo Maquiran
Project Manager – Lead
1110 Industrial Blvd, Sugar Land, TX 77478
Carmelo.Maquiran@denora.com
Mobile: +1 (281) 274-8433

Authorized to Sign Contract for this Project:

Carlos Prado

Managing Director / General Manager

De Nora Water Technologies

Email: Carlos.Prado@denora.com

Mobile: +1 (281) 240-6770

As of July 18, 2024, the following Addenda have been received and reviewed:

- 1) Addendum No: 1

De Nora Water Technologies Federal and State tax ID Numbers:

Fed ID is 23-2259749, PA registration #711736

Statement of De Nora Water Technologies willingness to sign Service Agreement as written:

De Nora Water Technologies has reviewed RFP 5580 and the proposed service agreement contained therein. We understand the maintenance and service requirements included as part of this project and will agree to sign a Service Agreement. Our Aftermarket & Service Operations Manager – Americas, David McWalters, will oversee the obligations set forth within any service agreement entered by the parties.

Kind Regards,

Shagufta Patel on behalf of Carlos Prado

Carlos Prado

Managing Director / General Manager

De Nora Water Technologies

Direct: +1 (281) 240-6770



STATE OF
WASHINGTON

RESELLER PERMIT

Washington State Department of Revenue

PO Box 47476 • Olympia, WA 98504-7476 • 1-800-647-7706

Issued to:

602-209-053

DE NORA WATER TECHNOLOGIES, INC.

3000 ADVANCE LN

COLMAR, PA 18915-9432

Permit Number: A35442426

Effective Date: Mar-29-2022

Expiration Date: Mar-28-2026

Business Activities:

Other Commercial and Service Industry Machinery Manufacturing

All Other Professional, Scientific, and Technical Services

This permit can be used to purchase:

- Merchandise and inventory for resale without intervening use
- Ingredients, components, or chemicals used in processing new articles of tangible personal property produced for sale
- Feed, seed, seedlings, fertilizer and spray materials by a farmer
- Materials and contract labor for retail/wholesale construction
- Items for dual purposes (see Purchases for Dual Purposes on back)

This permit cannot be used to purchase:

- Items for personal or household use
- Promotional items or gifts
- Items used in your business that are not resold, such as office supplies, equipment, tools, and equipment rentals
- Materials and contract labor for public road construction or U.S. government contracting (see Definitions on back)
- Materials and contract labor for speculative building

This permit is no longer valid if the business is closed.

The business named on this permit acknowledges:

- It is solely responsible for all purchases made under this permit
- Misuse of the permit:
 - Subjects the business to a penalty of 50 percent of the tax due, in addition to the tax, interest, and penalties imposed (RCW 82.32.291)
 - May result in this permit being revoked

Notes (optional): _____

Important: The Department of Revenue may use information from sellers to verify all purchases made with this permit were qualified.

IMPORTANT

Please read the following information carefully.

Step 1: Provide paper or electronic copies to sellers from which you make purchases.

Step 2: Keep your original reseller permit on file.

If you have a change in business structure (e.g. sole proprietor, partnership/corporation), you will need to reapply for a new permit under your new tax registration number.

For a complete list of approved uses for your reseller permit, please refer to RCW 82.04.060 and RCW 82.04.050.

Purchases for Dual Purposes

If you don't know at the time of purchase whether item(s) will be consumed or resold, you must purchase according to the general nature of your business.

- If your business principally (more than 50 percent) consumes the item(s), you should not use a reseller permit for that purchase.
- If your business principally resells the item(s), you may use a reseller permit and then report use tax on the item(s) consumed.

Contractor Information

Contractors may not use the permit for the following types of transactions:

- Purchase/rental of equipment or tools
- Purchase of supplies that do not become an ingredient or component part of the project (e.g. sandpaper, masking tape, saw blades, etc.)
- Purchase of materials and contract labor for public road construction or U.S. government contracting
- Purchase of all materials and contract labor for speculative building

Definitions

Materials and Contract labor

"Materials" refers to items that become part of real property built or improved, such as lumber, concrete, paint, wiring, pipe, insulation, nails, screws, drywall, etc. This does not include consumable supplies, tools, or equipment rentals.

"Contract labor" refers to contractors and subcontractors hired to perform construction services. The purchase of contract labor refers to the total amount charged by a contractor or subcontractor.

Retail/Wholesale construction

"Retail/Wholesale construction" refers to the constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property. Retail/Wholesale construction does not include U.S. government contracting, public road construction, or speculative building.

Public road construction

"Public road construction" refers to a prime contractor or subcontractor building, repairing, or improving a roadway owned by the federal government, municipal corporation, or political subdivision. Public road construction does not include the building, repairing, or improving a roadway owned by the state of Washington; this is a retail/wholesale construction activity.

Speculative building

"Speculative building" refers to the construction of buildings for sale or rental by a person or entity upon real estate owned by that person or entity.

U.S. government contracting

"U.S. government contracting" refers to businesses performing construction or improvements to real property of, or for, the United States or a city/county housing authority. It includes construction and repairs to structures, clearing land, and moving earth.

More Information

Application forms and complete information are available online at dor.wa.gov or by calling 1-800-647-7706.

Seller Information

A seller accepting a reseller permit will not be held liable for any uncollected sales tax.

The seller must keep a copy of the reseller permit in its records for five years after its last use.

Verification of Permit Use

The Department of Revenue checks reseller permit purchases regularly. Misuse of a permit may result in additional penalties (including 50% misuse penalty) and/or possible revocation of the permit.





Agenda Sheet for City Council:

Committee: PIES **Date:** 08/19/2024

Committee Agenda type: Consent

Date Rec'd

7/31/2024

Clerk's File #

OPR 2023-0884

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept

WATER & HYDROELECTRIC SERVICES

Bid #

Contact Name/Phone

LOREN SEARL 509-625-7821

Requisition #

MCMILLEN

Contact E-Mail

LSEARL@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON KKLITZKE

Agenda Item Name

4100 UPRIVER DAM SPILLWAY REHABILITATION III CONSTRUCTION

Agenda Wording

Contract Amendment for Upriver dam spillway rehabilitation 3 OPR 2023-0884

Summary (Background)

Spillway Gate 5 and Spillway Bay 7 sustained damages and both are out of service. The City requires additional engineering services so that Max J Kuney, the City's construction contractor, can complete the repairs during their period of performance in 2024. Preparing drawings and specifications for repairs to the damaged structures was not anticipated in McMillen's original scope of work. This contract amendment will add scope and fee.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 67,890.00

Current Year Cost \$ 67,890.00

Subsequent Year(s) Cost \$ Zero

Narrative

Consultant's cost breakdown is reasonable for professional engineering services.

Amount

Budget Account

Expense \$ 67,890.00

4100-42490-94340-56501-11051

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

SAKAMOTO, JAMES

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

SZAMBELAN, TIMOTHY

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

NECHANICKY, JASON

Distribution List

nrussell@spokanecity.org

rrpenaluna@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	August 19, 2024
Submitting Department	Water & Hydroelectric Services
Contact Name	Doug Greenlund
Contact Email & Phone	dgreenlund@spokanecity.org ; 509-742-8154
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	4100 Upriver Dam Spillway Rehabilitation III Construction Management & Engineering Support Services McMillen Contract Amendment
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	Spillway Gate 5 and Spillway Bay 7 sustained damages and both are out of service. The City requires additional engineering services so that Max J Kuney, the City's construction contractor, can complete the repairs during their period of performance in 2024. Preparing drawings and specifications for repairs to the damaged structures was not anticipated in McMillen's original scope of work. This contract amendment will add scope and fee.
<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>\$67,890</u></p> <p style="padding-left: 20px;">Current year cost: \$67,890</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$0</p> <p>Narrative: <u>Consultant's cost breakdown is reasonable for professional engineering services.</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? Water Dept CIP, utilizing budget account 4100-42490-94340-56501-11051</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.) N/A</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? N/A - the proposal helps the dam safety program. Power from the dam is used by drinking water well pump stations that serve the entire population of the City of Spokane. • 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 – this work is for Upriver Dam repairs and not a public-facing program or policy.

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

Deliverables will go through the Federal Energy Regulatory Commission’s approval process.

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

This work is part of the Capital Improvement Program and is consistent with recommendations for improving dam safety.

Council Subcommittee Review

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

Neither the Sustainability Action nor the Traffic Calming / Photo Red subcommittees under the PIES Committee are applicable to this proposal as the work is performed virtually.



CITY OF SPOKANE
CONTRACT AMENDMENT
**Title: CONSTRUCTION MANAGEMENT
AND ENGINEERING SUPPORT SERVICES
FOR UPRIVER DAM**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **MCMILLEN, INC.**, whose address is 1471 Shoreline Drive, Suite 100, Boise, Idaho 83702 as (“Consultant”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide Construction Management and Engineering Support Services for the Upriver Dam Improvement Project, and

WHEREAS, additional engineering services and supplemental repairs are needed, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated September 11, 2023 any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on July 3, 2024, and shall end December 31, 2025.

3. ADDITIONAL WORK.

Additional Engineering services to prepare design documents of the supplemental repairs to Spillway Gate 5 and Spillway Bay 7 for FERC approval.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTY-SEVEN THOUSAND EIGHT HUNDRED NINETY AND NO/100 DOLLARS (\$67,890.00)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

MCMILLEN, 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

City of Spokane, Upriver Dam Budget

Staff	Construction Manager (Foley)	Construction Engineer (Wes Brown)	Design Engineer (Gavin, Boag, Clark, Perry)	Field Inspector (Lewis)	QCIP Manager (Lee)	CAD Support	Hours	Total Labor	Airfare	Hotel / Car	Meals	Construction Consultant Fee	Total Expenses	TOTAL
Rates	\$ 260	\$ 170	\$ 275	\$ 195	\$ 250	\$ 235								
1.0 Project Start Up	28	4	-	4	-	-	36	\$ 8,740	\$ 450	\$ 180	\$ 100	\$ -	\$ 730	\$ 9,470
Kick Off Meeting	8	4		4			16	\$ 3,540	\$ 450	180	100		\$ 730	\$ 4,270
Contract Negotiations	4						4	\$ 1,040					\$ -	\$ 1,040
Budget Preparation and Maintenance	16						16	\$ 4,160					\$ -	\$ 4,160
							-	\$ -					\$ -	\$ -
2.0 FERC Coordination and Response	-	24	-	16	20	-	60	\$ 12,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,200
Plan review (QCIP, CPFMA & TCEAP)		16		16	8		40	\$ 7,840					\$ -	\$ 7,840
Review FERC Comments		4			4		8	\$ 1,680					\$ -	\$ 1,680
Incorporate and respond to FERC					8		8	\$ 2,000					\$ -	\$ 2,000
Resubmittal as required		4					4	\$ 680					\$ -	\$ 680
							-	\$ -					\$ -	\$ -
3.0 Bid Solicitation Phase	24	62	-	-	-	-	86	\$ 16,780	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,780
Develop and prepare bid documents	16	16					32	\$ 6,880					\$ -	\$ 6,880
Distribute Requests for Bid	8	8					16	\$ 3,440					\$ -	\$ 3,440
Collect Questions and Prepare Response		16					16	\$ 2,720					\$ -	\$ 2,720
Issue Addenda as required		6					6	\$ 1,020					\$ -	\$ 1,020
Assist with Bid Collection		4					4	\$ 680					\$ -	\$ 680
Review and evaluate response		8					8	\$ 1,360					\$ -	\$ 1,360
Develop notice of award		4					4	\$ 680					\$ -	\$ 680
							-	\$ -					\$ -	\$ -
4.0 Contract Award and Project Kickoff	20	32	-	16	-	-	68	\$ 13,760	\$ 1,350	\$ 540	\$ 300	\$ -	\$ 2,190	\$ 15,950
Prepare the project kickoff agenda	4						4	\$ 1,040	1350	540	300		\$ 2,190	\$ 3,230
Review contractor supplied submittal log		16					16	\$ 2,720					\$ -	\$ 2,720
Attend onsite Kickoff meeting	16	16		16			48	\$ 10,000					\$ -	\$ 10,000
							-	\$ -					\$ -	\$ -
5.0 Construction Phase	232	101	69	866	69	104	1,442	\$ 307,180	\$ 11,000	\$ -	\$ -	\$ 20,784	\$ 31,784	\$ 338,964
Onsite Inspection services				866			866	\$ 168,870	2700			20784	\$ 23,484	\$ 192,354
Onsite Owner Representative	104						104	\$ 27,019	2900				\$ 2,900	
Onsite Safety Representative						104	104	\$ 24,421	1350				\$ 1,350	
Periodic Site Visits (Const Eng, Design Eng)		69					69	\$ 11,778	1350				\$ 1,350	\$ 13,128
Periodic Site Visits (QCIP Manager)					69		69	\$ 17,320	1350				\$ 1,350	\$ 18,670
Periodic Site Visits (Senior Construction Manager)	96		69				165	\$ 44,012	1350				\$ 1,350	\$ 45,362
Weekly coordination meetings							-	\$ -					\$ -	\$ -
Monthly progress meetings	16	16					32	\$ 6,880					\$ -	\$ 6,880
Preliminary engineering design review meeting	16	16					32	\$ 6,880					\$ -	\$ 6,880
							-	\$ -					\$ -	\$ -
Total Hours	304	223	69	902	89	104	1,692							
Total Budget	79,019	37,958	19,052	175,890	22,320	24,421		\$ 358,660.00					\$ 34,704	\$ 393,364



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

MCMILLEN, INC.
STE 100
1471 W SHORELINE DR
BOISE ID 83702-9104

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: Mar 15, 2024

Unified Business ID #: 602492470

Business ID #: 001

Location: 0001

Expires: Apr 30, 2025

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT #T11054877BUS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

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

Director, Department of Revenue

UBI: 602492470 001 0001

MCMILLEN, INC.
STE 100
1471 W SHORELINE DR
BOISE ID 83702-9104

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T11054877BUS - ACTIVE

FOLD HERE

STATE OF WASHINGTON

Expires: Apr 30, 2025

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)

From: [Shelley DuRette](#)
To: [Finger, Jeanne](#)
Cc: [Cameron Foley](#); [Marci Mickelsen](#); [Tim Foley](#); [Alicia Ernest](#)
Subject: RE: Upriver Dam CM - Change Order Requests No. 1 & 2
Date: Wednesday, July 24, 2024 12:34:15 PM
Attachments: [image002.png](#)
[State of Washington with Spokane exp 4.30.25-Inc License.pdf](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello Jeanne,

For your records, please find attached active WA business license with Spokane endorsement. An updated COI will be issued upon renewal.

Should you have any questions or concerns, do not hesitate to let us know.

Regards,

Shelley DuRette

Project Engineer, RAP

durette@mcmillen.com

O: (208) 342-4214 | C: (208) 484-0430

[1471 Shoreline Dr, Ste 100, Boise, ID 83702](#)

mcmillen.com



From: Finger, Jeanne <jfinger@spokanecity.org>
Sent: Tuesday, July 23, 2024 8:08 AM
To: Shelley DuRette <durette@mcmillen.com>
Cc: Cameron Foley <cameronfoley@mcmillen.com>; Marci Mickelsen <mickelsen@mcmillen.com>; Tim Foley <foley@mcmillen.com>; Alicia Ernest <ernest@mcmillen.com>
Subject: RE: Upriver Dam CM - Change Order Requests No. 1 & 2

CAUTION: This email was received from an external source

Shelley,

To support the amendment, contracts staff will need a copy of your active Washington business

license with Spokane endorsement. It looks like the one we have expired in April. Soon an updated COI will be needed. The one we have expires 9/1/2024.

Thank you,



Jeanne L. Finger, P.E. | City of Spokane | Water & Hydroelectric Services
509.742.8165 | jfinger@spokanecity.org | spokanecity.org

From: Shelley DuRette <durette@mcmillen.com>
Sent: Tuesday, July 16, 2024 9:36 AM
To: Finger, Jeanne <jfinger@spokanecity.org>
Cc: Cameron Foley <cameronfoley@mcmillen.com>; Marci Mickelsen <mickelsen@mcmillen.com>; Tim Foley <foley@mcmillen.com>; Alicia Ernest <ernest@mcmillen.com>
Subject: Upriver Dam CM - Change Order Requests No. 1 & 2

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Morning Jeanne,

For your reference, I have attached Change Order Request No. 1 & 2 cost breakdowns for the above referenced project (see page 2 of attached file), which were reviewed during the July 3rd site meeting with Tim. Can we get a Change Order issued to adjust our contract value accordingly?

Should you have any questions, do not hesitate to let us know.

Regards,

Shelley DuRette

Project Engineer, RAP

durette@mcmillen.com

O: (208) 342-4214 | C: (208) 484-0430

1471 Shoreline Dr, Ste 100, Boise, ID 83702

mcmillen.com





Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd 8/15/2024

Clerk's File # OPR 2024-0277

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept	INFORMATION TECHNOLOGY	Bid #	
------------------------	------------------------	--------------	--

Contact Name/Phone	LAZ MARTINEZ 625-6468	Requisition #	VALUE BLANKET
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Contact E-Mail	LMARTINEZ@SPOKANECITY.ORG		
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Agenda Item Type	Purchase w/o Contract		
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Council Sponsor(s)	MCATHCART BWILKERSON ZZAPPONE		
---------------------------	-------------------------------	--	--

Agenda Item Name	5300 COMPUNET VALUE BLANKET INCREASE (2024-2025)		
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Agenda Wording

Approval to increase annual estimated expenditure for purchases of Cisco hardware products and license subscriptions through Compunet (Grangeville, Idaho). Cost increase from \$500,000.00 to \$750,000.00, + sales tax. Term May 15, 2024 to May 14, 2025.

Summary (Background)

The funds for these investments have already been set aside in our current IT budget, so no additional budget is needed. This request simply allows us to proceed with the planned purchases from the vendor, using the funds allocated for these specific projects. All purchases will be made via WA State Contract #05819 and/or NCPA Contract #01-107. We are requesting an increase in the total Value Blanket, not exceeding \$750,000.00, plus applicable sales tax. Term of contract will remain the same.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 817,500.00

Current Year Cost \$ 817,500.00

Subsequent Year(s) Cost \$

Narrative

This request is for Cisco hardware equipment/software and professional services in support of IT and grant-funded projects.

Amount

Budget Account

Expense	\$ 817,500.00	# Various Accounts including sales tax
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>	SZAMBELAN, TIMOTHY
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

Jeremy Dugger jdugger@compunet.biz	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	Del Murphy dimurphy@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	August 26, 2024
Submitting Department	IT
Contact Name	Laz Martinez
Contact Email & Phone	lmartinez@spokanecity.org, 509-625-6979
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	Existing 2024-2025 Compunet Value Blanket
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 funds for these investments have already been set aside in our current IT budget, so no additional budget is needed. This request simply allows us to proceed with the planned purchases from the vendor, using the funds allocated for these specific projects.</p> <p>Thanks to several state grants aimed at enhancing our network security, we will be able to purchase more network equipment than we initially expected. Additionally, some of our core network equipment has been in service for over ten years and reached the end of its support life. As a result, we need to increase the existing Value Blanket with CompuNet to ensure continued operational support for our network environment and to meet our contractual obligations for equipment support.</p> <p>All purchases will be made using Washington State Contract #05819 and/or NCPA Contract #01-107, which offer pricing advantages for government entities. We are requesting an increase in the total Value Blanket, not exceeding \$750,000.00, plus applicable sales tax. The term of the Value Blanket will remain the same, from May 15, 2024, to May 14, 2025.</p> <p>The following projects have been funded by these grants:</p> <ul style="list-style-type: none"> • Inter Agency Firewall: Installation of firewalls between the County, SREC, and the city, costing approximately \$70,000. This was not originally included in the Value Blanket. <i>2024 Budget Ordinance No. C36467</i> • Smart Network: An upgrade to the Identity Services Engine (ISE), this system ensure only City Staff or authorized vendors have access to our systems. This project received approximately \$170,000 in grant funding. <i>2024 Budget Ordinance No. C36467</i> • Waste Water SCADA Network Upgrade: Faster, more efficient network switches for the RPWRF SCADA environment, supported by a \$120,000 grant. <i>In progress.</i>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Increase: <u>\$750,000.00</u>	

Narrative: This request is for Cisco hardware equipment/software and professional services in support of IT and grant-funded projects.

Funding Source One-time Recurring 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 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 hardware purchases and services for support

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 hardware purchases and services for support

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

All network infrastructure performance issues and outages are routinely tracked and managed. ITSD also routinely evaluates the effectiveness of the incumbent vendor and analyzes other vendors' solutions for improvements and cost advantages over the current 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?

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service by providing a stable, current, redundant and resilient network infrastructure.



< Business Lookup

License Information:

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

Entity name: COMPUNET, INC.

Business name: COMPUNET, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-742-439

Business ID: 001

Location ID: 0001

Location: Active

Location address: 505 S FLORENCE ST
GRANGEVILLE ID 83530-2324

Mailing address: 1111 S SILVERSTONE WAY
STE 200
MERIDIAN ID 83642-7381

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

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

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Chehalis General Business - Non-Resident	14-5298			Active	Mar-31-2025	Sep-11-2014
Clarkston General Business - Non-Resident				Active	Mar-31-2025	Oct-02-2020
Grandview General Business - Non-Resident				Active	Mar-31-2025	Jan-08-2021
Kennewick General Business - Non-Resident				Active	Mar-31-2025	Oct-01-2020



Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Liberty Lake General Business - Non-Resident				Active	Mar-31-2025	Jan-29-2021
Moses Lake General Business - Non-Resident	BUS2020-064			Active	Mar-31-2025	Sep-28-2020
Pasco General Business - Non-Resident	36914			Active	Mar-31-2025	Oct-13-2020
Richland General Business - Non-Resident				Active	Mar-31-2025	Sep-30-2020
Spokane General Business - Non-Resident				Active	Mar-31-2025	Jan-08-2021
Sumner General Business - Non-Resident				Active	Mar-31-2025	Feb-01-2021
Vancouver General Business - Non-Resident				Active	Mar-31-2025	Sep-28-2020
Walla Walla General Business - Non-Resident				Active	Mar-31-2025	Oct-10-2020
Wenatchee General Business - Non-Resident				Active	Mar-31-2025	Sep-28-2020

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

Governing people	Title
ENGSTROM, BROOKS	
MCFARLIN, TOM	
SCHOO, DAWN	
SCHOO, NOLAN B.	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 2/23/2024 11:53:05 AM



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)
4/18/2024

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 License # 26480 HUB International Mountain States Limited 2600 Rose Hill Suite 101 Boise, ID 83705	CONTACT NAME: PHONE (A/C, No, Ext): (208) 433-1000		FAX (A/C, No): (866) 898-4905
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Federal Insurance Company			20281
INSURER B : Chubb National Insurance Company			10052
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED

CompuNet, Inc.
505 S Florence St.
Grangeville, ID 83530

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		36083947	11/9/2023	11/9/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							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
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			73637540	11/9/2023	11/9/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			56719389	11/9/2023	11/9/2024	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$
								\$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> A			71839144	11/9/2023	11/9/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

If applicable the following forms apply:

- General Liability (Ongoing and Completed Ops) - 80-02-2367 05.07 & 80-02-2000 04.01
- Auto Liability - 16-02-0292 11.16 & 16-02-0316 10.14
- Cyber Liability - PF-48238 02.19
- Workers Compensation - WC000313 04.84

The city, its agents, officers and employees are additional insureds but only with respect to the company's services to be provided under written agreement.

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 <i>Aote Soak</i>

Endorsement

Policy Period NOVEMBER 9, 2023 TO NOVEMBER 9, 2024

Effective Date NOVEMBER 9, 2023

Policy Number 3608-39-47 SEA

Insured COMPUNET, INC.

Name of Company FEDERAL INSURANCE COMPANY

Date Issued NOVEMBER 15, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Conditions

(continued)

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd 8/14/2024

Clerk's File # OPR 2023-1053

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept	INFORMATION TECHNOLOGY	Bid #	GSA
------------------------	------------------------	--------------	-----

Contact Name/Phone	LAZ MARTINEZ 625-6468	Requisition #	CR26597
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Contact E-Mail	LMARTINEZ@SPOKANECITY.ORG		
-----------------------	---------------------------	--	--

Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART BWILKERSON ZZAPPONE		
---------------------------	-------------------------------	--	--

Agenda Item Name	5300 ASSETWORKS, INC. - M5 ANNUAL MAINTENANCE & HOSTING		
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Agenda Wording

Renewal Contract with Assetworks, Inc., (Berwyn, Pennsylvania) for AssetWorks M5 annual maintenance & hosting. Five-year contract from 10/1/2024 to 9/30/2029. Total cost is \$975,144.07, plus applicable sales tax.

Summary (Background)

Assetworks is currently utilized by the City's Fleet, Fire and Facilities departments. The 2023 contract amount was \$158,616.83 plus tax. 2024 contract amount is \$169,568.48 plus tax. The increase in price is due to annual CPI increase of 7%. The City is utilizing Federal Contract No. GS-35F-317GA.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 1,062,907.04
------------	-----------------

Current Year Cost	\$ 184,829.64
-------------------	---------------

Subsequent Year(s) Cost	\$ \$878,077.40
-------------------------	-----------------

Narrative

This request is for software maintenance and support which is contractually required by the software vendor.

Amount

Budget Account

Expense	\$ 184,829.64	# 5300-73300-18850-54820-99999 Year 1
---------	---------------	---------------------------------------

Expense	\$ 197,767.72	# 5300-73300-18850-54820-99999 Year 2
---------	---------------	---------------------------------------

Expense	\$ 211,611.46	# 5300-73300-18850-54820-99999 Year 3
---------	---------------	---------------------------------------

Expense	\$ 226,424.26	# 5300-73300-18850-54820-99999 Year 4
---------	---------------	---------------------------------------

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

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



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>	SZAMBELAN, TIMOTHY
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

Greg Richards greg.richards@assetworks.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	8/26/2024
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	Five-year contact for AssetWorks M5 annual maintenance & hosting
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Assetworks is currently utilized by the City's Fleet, Fire and Facilities departments. The 2023 contract amount was \$158,616.83 plus tax. 2024 contract amount is \$169,568.48 plus tax. The increase in price is due to annual CPI increase of 7%.
*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>\$169,568.48</u>	
Current year cost: \$ 169,568.48 plus tax	
Year 2 cost: \$ 181,438.27 plus tax	
Year 3 cost: \$194,138.95 plus tax	
Year 4 cost: \$207,728.68 plus tax	
Year 5 cost: \$222,269.69 plus tax	
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? Click or tap here to enter text.	
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 maintenance and hosting services	
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 maintenance and hosting services	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Not applicable – annual maintenance and hosting services

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 Fleet Management software.



City of Spokane
CONTRACT RENEWAL
Title: ANNUAL SOFTWARE MAINTENANCE AND SUPPORT AND APPLICATION HOSTING SERVICES

This Contract Renewal including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ASSETWORKS, INC.**, 1001 Old Cassett Road, #204 Berwyn, Pennsylvania 19312, 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 Annual Maintenance and Support and Application Hosting Services; and*

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal Document.

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

1. CONTRACT DOCUMENTS.

The original Contract, fully executed and made effective October 23, 2023, 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 October 1, 2024 and shall run through September 30, 2029.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **NINE HUNDRED SEVENTY-FIVE THOUSAND ONE HUNDRED FORTY-FOUR AND 06/100 DOLLARS (\$975,144.06)**, plus applicable sales tax, in accordance with Company’s Renewal Statement No. 8366 M5FL MNT24, 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.

ASSETWORKS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract Extension:

Certificate of Debarment

Company's Renewal Statement No. 8366 M5FL MNT24

24-138

**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)



MAINTENANCE RENEWAL STATEMENT

998 Old Eagle School Road | Suite 1215 | Wayne PA 19087-1805
Tel (484) 588-5515 Fax (610) 971-9447

Number 8366 M5FL MNT24
GS-35F-317GA
5 Year Term

TO: City of Spokane
FROM: AssetWorks Inc.
DATE: August 5, 2024
RE: FleetFocus M5 Maintenance and Support Renewal

Prices valid through September 30, 2025

Annual Software Maintenance and Support for period 10/1/2024 - 9/30/2025

Table with 2 columns: Item, Price. Items include FleetFocus M5, Crystal Reports, TripCard module, MobileFocus, Asset Analytics Platform Subscription, FuelFocus software for Fleet, FuelFocus software for Asset Management. Includes product updates and enhancements, unlimited email and telephone support for 12 months.

2024-2025 Maintenance Subtotal \$ 121,193.78

Annual Application Hosting for period 10/1/2024 - 9/30/2025

Table with 2 columns: Item, Price. Items include Annual M5 Hosting, Annual Hosting for Reporting Database, Annual FuelFocus Hosting.

2024-2025 Hosting Subtotal \$ 48,374.70

WA Sales Tax: 9.0000% \$ 15,261.16

Year 1 Total, including tax \$ 184,829.64

Annual Software Maintenance and Support for period 10/1/2025 - 9/30/2026

Table with 2 columns: Item, Price. Items include FleetFocus M5. Same configuration as above. Includes product updates and enhancements, unlimited email and telephone support for 12 months.

2025-2026 Maintenance Subtotal \$ 129,677.34

Annual Application Hosting for period 10/1/2025 - 9/30/2026

Table with 2 columns: Item, Price. Items include Annual M5 Hosting, Annual Hosting for Reporting Database, Annual FuelFocus Hosting.

2025-2026 Hosting Subtotal \$ 51,760.93

WA Sales Tax: 9.0000% \$ 16,329.44

Year 2 Total, including tax \$ 197,767.72

Annual Software Maintenance and Support for period 10/1/2026 - 9/30/2027

Table with 2 columns: Item, Price. Items include FleetFocus M5. Same configuration as above. Includes product updates and enhancements, unlimited email and telephone support for 12 months.

2026-2027 Maintenance Subtotal \$ 138,754.76

Annual Application Hosting for period 10/1/2026 - 9/30/2027

Table with 2 columns: Item, Price. Items include Annual M5 Hosting, Annual Hosting for Reporting Database, Annual FuelFocus Hosting.

2026-2027 Hosting Subtotal \$ 55,384.19

WA Sales Tax: 9.0000% \$ 17,472.51

Year 3 Total, including tax \$ 211,611.46

→ If you have any questions, please contact Alexis Scheifley at Alexis.Scheifley@AssetWorks.com. Page 1 of 3 ←



MAINTENANCE RENEWAL STATEMENT

998 Old Eagle School Road | Suite 1215 | Wayne PA 19087-1805
Tel (484) 588-5515 Fax (610) 971-9447

Number 8366 M5FL MNT24
GS-35F-317GA
5 Year Term

TO: City of Spokane
FROM: AssetWorks Inc.
DATE: August 5, 2024
RE: FleetFocus M5 Maintenance and Support Renewal

Prices valid through September 30, 2025

Annual Software Maintenance and Support for period 10/1/2027 - 9/30/2028

Table with 2 columns: Description and Amount. Includes FleetFocus M5, Same configuration as above, Includes product updates and enhancements, unlimited email and telephone support for 12 months. Subtotal: 2027-2028 Maintenance Subtotal \$ 148,467.59

Annual Application Hosting for period 10/1/2027 - 9/30/2028

Table with 2 columns: Description and Amount. Includes Annual M5 Hosting, Annual Hosting for Reporting Database, Annual FuelFocus Hosting. Subtotal: 2027-2028 Hosting Subtotal \$ 59,261.09. WA Sales Tax: 9.0000% \$ 18,695.58. Year 4 Total, including tax \$ 226,424.26

Annual Software Maintenance and Support for period 10/1/2028 - 9/30/2029

Table with 2 columns: Description and Amount. Includes FleetFocus M5, Same configuration as above, Includes product updates and enhancements, unlimited email and telephone support for 12 months. Subtotal: 2028-2029 Maintenance Subtotal \$ 158,860.32

Annual Application Hosting for period 10/1/2028 - 9/30/2029

Table with 2 columns: Description and Amount. Includes Annual M5 Hosting, Annual Hosting for Reporting Database, Annual FuelFocus Hosting. Subtotal: 2028-2029 Hosting Subtotal \$ 63,409.36. WA Sales Tax: 9.0000% \$ 20,004.27. Year 5 Total, including tax \$ 242,273.96

REMIT TO:

CHECKS

AssetWorks
PO Box 202525
Dallas TX 75320-2525

All software updates are electronically delivered

5 YEAR BUDGETARY TOTAL \$ 1,062,907.04

EFT, ACH, OR DIRECT DEPOSIT

Wells Fargo, 8601 N. Scottsdale Rd., Scottsdale AZ 85253
ABA # 122105278
Account # 5076434348

US Tax ID # 46-0521049
Canada GST/HST # 834113896 RT0001
AssetWorks Inc. is a subsidiary of Trapeze Software Group Inc.

If you require a separate invoice, complete this form and return it by email or fax; AssetWorks will issue an invoice as you instruct below. If your organization requires us to reference a purchase order number on our invoice, we must receive that PO by email to Alexis.Scheifley@AssetWorks.com or by fax to (610) 971-9447. Do not mail POs to our remittance address.

→ If you have any questions, please contact Alexis Scheifley at Alexis.Scheifley@AssetWorks.com. Page 2 of 3 ←

Terms



MAINTENANCE RENEWAL STATEMENT

998 Old Eagle School Road | Suite 1215 | Wayne PA 19087-1805
Tel (484) 588-5515 Fax (610) 971-9447

Number 8366 M5FL MNT24
GS-35F-317GA
5 Year Term

TO: City of Spokane
FROM: AssetWorks Inc.
DATE: August 5, 2024
RE: FleetFocus M5 Maintenance and Support Renewal

Prices valid through September 30, 2025

Unless there is a signed agreement between the parties, this maintenance renewal is subject to the terms and conditions of the AssetWorks Master Service Agreement found at <http://www.assetworks.com/TC-Fleet/>. The parties will continue to be bound by those terms during any renewal period unless otherwise agreed by both parties through a signed amendment. Notification of termination of maintenance is required 90 days prior to annual renewal date.

SOLE SOURCE

FleetFocus is proprietary property of AssetWorks Inc. and protected by law. Another party cannot alter, modify, change, manipulate or provide maintenance for this product without infringing upon AssetWorks' ownership rights. Accordingly, **AssetWorks is the sole source for software, maintenance and services of its products.**

I, the undersigned, accept this maintenance renewal as described above.

Name: _____ Title: _____

Signature: _____ Date: _____

PO REQUIRED: # _____

NO PO REQUIRED

NO SEPARATE INVOICE
NEEDED

Please MAIL invoice to: _____

Please E-MAIL invoice to: _____

→ If you have any questions, please contact Alexis Scheifley at Alexis.Scheifley@AssetWorks.com. **Page 3 of 3** ←



< Business Lookup

License Information:

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

Entity name: ASSETWORKS INC.

Business name: ASSETWORKS INC

Entity type: [Profit Corporation](#)

UBI #: 602-882-207

Business ID: 001

Location ID: 0001

Location: Active

Location address: 16201 E INDIANA AVE
STE 2000
SPOKANE VALLEY WA 99206-6806

Mailing address: 5060 SPECTRUM DR
STE 100
MISSISSAUGA ON L4W 5N5 CANADA

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	T12056839BUS			Active	Apr-30-2025	Oct-15-2012
Spokane Valley General Business				Active	Apr-30-2025	Mar-07-2023

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

Governing people	Title
BEATTIE, BRIAN	
DESILVESTER, TONY	
MILLER, MARK	
SMITH, GORDON	



Registered Trade Names

Registered trade names	Status	First issued
ASSETWORKS INC	Active	Mar-08-2023

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/19/2024 10:41:30 AM

[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)
09/27/2023

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 Canada Limited 120 Bremner Blvd., Suite 800 Attn: Canada.Certrequest@marsh.com Toronto, ON, M5J 0A8	CONTACT NAME: Mark Warren PHONE (A/C, No, Ext): 416 349 4888 E-MAIL ADDRESS: Mark.Warren@marsh.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
CN102165922--GAWUP-23-24 Assetw	INSURER A : Federal Insurance Company	NAIC # 20281
INSURED CONSTELLATION SOFTWARE INC. AND ASSETWORKS INC FACILITIES DIVISION 998 OLD EAGLE SCHOOL RD WAYNE, PA 19087	INSURER B : Great Northern Insurance Company	20303
	INSURER C : ACE American Insurance Company	22667
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** HOU-003960360-06 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			9950-48-39	09/27/2023	09/27/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7360-03-97	09/27/2023	09/27/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			9365-24-30	09/27/2023	09/27/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71764342	09/27/2023	09/27/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			64260768	09/27/2023	09/27/2024	Limit \$ 5,000,000 SIR \$ 1,000,000

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

CERTIFICATE HOLDER

CITY OF SPOKANE
808 WEST 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
of Marsh USA LLC

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Canada Limited		NAMED INSURED CONSTELLATION SOFTWARE INC. AND ASSETWORKS INC FACILITIES DIVISION 998 OLD EAGLE SCHOOL RD WAYNE, PA 19087	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

CITY OF SPOKANE, ITS AGENTS, OFFICERS, AND EMPLOYEES ARE ADDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.
 THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, US UMBRELLA POLICY, US WORKER'S COMPENSATION & EMPLOYER'S LIABILITY POLICY, AND TECHNOLOGY E&O LIABILITY HAVE BEEN PLACED BY SERVICE OF MARSH USA INC. MARSH CANADA LIMITED HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.



Agenda Sheet for City Council:

Committee: PIES **Date:** 08/19/2024

Committee Agenda type: Discussion

Date Rec'd

8/16/2024

Clerk's File #

OPR 2024-0739

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept

COMMUNITY, HOUSING & HUMAN

Bid #

Contact Name/Phone

ARIELLE 509.564.5278

Requisition #

Contact E-Mail

ARIELLEANDERSON@SPOKANECITY.

Agenda Item Type

Report Item

Council Sponsor(s)

ZZAPPONE KKLITZKE

Agenda Item Name

1680- 2024 HOMELESS SERVICES RFP FUNDING RECOMMENDATIONS

Agenda Wording

Overview of the CHHS RFP Committee Recommendations for Homeless Services RFP.

Summary (Background)

Community Housing and Human Services, issued a Request for Proposals for Homeless Services, allowable under the System Demonstration Grant Guidelines. These funds were allocated by the Washington State Department of Commerce and is a one-time funding allocation (July 1, 2024-June 30, 2025). These funds were originally issued by HUD and used during the COVID-19 Pandemic to support emergency shelter beds.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

Total Cost \$ 3,900,000

Current Year Cost \$

Subsequent Year(s) Cost \$ 3,900,000

Narrative

There will be no positions added to support this grant nor are any matching requirements required. The RFP amount was \$3.9m, the City withheld \$100,000 for staffing purposes.

Amount

Budget Account

Expense \$ 3,900,000

1540-95571-65410-54201-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	ANDERSON, ARIELLE M.
<u>Division Director</u>	KINDER, DAWN
<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

	arielleanderson@spokanecity.org
dkinder@spokanecity.org	dnorman@spokanecity.org
sbrown@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	August 19, 2024
Submitting Department	Community, Housing, and Human Services
Contact Name	Arielle M. Anderson
Contact Email & Phone	arielleanderson@spokanecity.org
Council Sponsor(s)	<u>Zappone, Bingle, Klitze</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	1680- 2024 Homeless Services RFP Funding Recommendations
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>On June 25, 2024, Community Housing and Human Services (CHHS), issued a Request for Proposals (RFP) for Homeless Services, allowable under the System Demonstration Grant Guidelines (SDG). These funds were allocated by the Washington State Department of Commerce and is a one-time funding allocation (July 1, 2024-June 30, 2025). These funds were originally issued by HUD and used during the COVID-19 Pandemic to support emergency shelter beds. However, the state appropriated the federal funds and brought them under the SDG Guidelines, therefore, all allowable activities were open to competition.</p> <p>Where the timeline was short for responses, twelve (12) agencies responded to the RFP. The overall requests for funding were leaning heavily towards support for Emergency Shelter beds, but did include asks for Rapid Rehousing, Street Outreach, Transitional Housing and Permanent Supportive Housing. The RFP highlighted this funding as an opportunity to fund shelters that were smaller and aligned with the community push to rethink congregate shelter. At the same time, we recognize that congregate shelters have a critical role in supporting some of the most vulnerable populations in Spokane.</p> <p>The RFP was published on the City’s website and circulated to the Homeless Coalition, the City’s own internal provider listserv, and communicated at a variety of provider meetings. The City held a Technical Assistance workshop as well, and responded to calls and emails regarding the RFP. The Application had originally been slated to close in early July, but upon feedback from the providers, we extended the due date to July 14, 2024. The scoring rubric was included in the RFP as reference.</p> <p>The Homeless Services Committee met on July 31 and August 7, 2024, to discuss the averaged scores of the reviewers and to select projects for funding. The awarded projects are attached to this Briefing Paper as an addendum.</p> <p>At the request of Volunteers of America, the RFP Committee was asked to fully fund the Young Adult Shelter (YAS) in lieu of funding Hope House. Due to this request (and as is indicated on the scoring sheet) there was a \$184,000 residual amount. The CHHS Staff and RFP Committee decided that the fairest and most equitable action would be to divide these funds equally among the 10 projects that were not fully funded.</p>

	The CHHS Board approved the Homeless Services RFP Committee's recommendations on August 7, 2024.
--	--

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: 4,000,000

Current year cost: 0

Subsequent year(s) cost: 0

Narrative: The total awarded funds from Commerce was \$4,000,000. CHHS held back \$100,000 to administer these funds, therefore, the total RFP amount was \$3.9 million.

Funding Source One-time Recurring N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? This is unknown at the moment.

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). The operations impact would not deviate from typical grant funded activities that CHHS is currently tasked with. The \$100,000 will cover the costs associated with additional staff time.

What impacts would the proposal have on historically excluded communities?

Threaded throughout all RFP's that the City issues, all projects are consistent with our Five Year Plan To End Homelessness. This is important as one of the cornerstones of this Plan is to ensure equal access to historically marginalized communities.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

All projects will be required to enter data into CMIS and will be closely monitored by CHHS Staff and shared out, on a regular cadence, with Council, the CoC, and CHHS Board. The data points mentioned above are ones that are captured and can be analyzed for purposes of ensuring equity in terms of access to the services offered.

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

Consistency and longevity is key when determining the efficacy of programs. Specifically, monitoring on a quarterly basis will provide immediate insight as to the standards being met with data entry, it will take some time to determine the overall success of the program. Thus, regular and consistent report pulling, and data analysis will be pivotal in this regard.

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?

I believe this is answered above.

Average of total/average score
Row Labels
Yes
Emergency Shelter
Catholic Charities - House of Charity - Emergency Shelter
Family Promise- FLASH - Emergency Shelter
VOA - Crosswalk - Emergency Shelter
VOA - Young Adult Shelter - Emergency Shelter
YWCA - DV - Emergency Shelter
Revive - Emergency Shelter
VOA - Hope House - Emergency Shelter
Jewel's Helping Hands- Emergency Shelter
Truth Ministries - Emergency Shelter
Salvation Army - Family Emergency Shelter Scattered Sites
No
Permanent Supportive Housing
Transitional Programs for Women - Home Yard Cottages - Permanent Supportive Housing
Rapid Rehousing
Revive - Rapid Rehousing
SNAP - Rapid Rehousing Expansion
Street Outreach
Revive - Street Outreach
Transitional Programs for Women - Women's Hearth
Jewel's Helping Hands - Street Outreach
Salvation Army - Street Outreach
Transitional Housing
Catholic Charities - St Margaret's - Transitional Housing
Transitional Programs for Women - TLC - Transitional
Transitional Programs for Women - Miryam's House - Transitional
Truth Ministries - Transitional Housing

Salvation Army - Stepping Stones - Transitional Housing
Salvation Army - The Way Out Center - Transitional Housing

Column Labels							
					Grand Total		
Barb	James	Karen	Kris	Susan		Amount Requested	Percent Proposed
78.6	70.4	82.4	80.5	70.9	76.4		
82.0	84.0	90.0	85.0	78.0	83.8	\$ 563,091.83	90%
80.0	80.0	90.0	83.0	76.0	81.8	\$ 487,000.00	90%
	73.0	90.0	87.0	77.0	81.8	\$ 379,127.00	90%
84.0	73.0	90.0	83.0	77.0	81.4	\$ 1,200,000.00	100%
85.0	72.0	85.0	83.0	81.0	81.2	\$ 277,412.71	80%
82.0	82.0	84.0	79.0	76.0	80.6	\$ 2,251,717.00	0%
	73.0	89.0	86.0	72.0	80.0	\$ 1,374,240.00	0%
75.0	62.0	69.0	61.0	73.0	68.0	\$ 655,000.00	56%
62.0	57.0	77.0	81.0	55.0	66.4	\$ 519,695.00	30%
	48.0	60.0	77.0	44.0	57.3	\$ 304,687.50	0%
74.6	64.1	78.6	85.7	63.4	73.2		
	69.0	88.0	87.0	71.0	78.8	\$ 99,550.00	50%
82.0	81.0	88.0	80.0	74.0	81.0	\$ 247,362.00	100%
73.0	61.0	88.0	83.0	72.0	75.4	\$ 353,843.00	0%
82.0	80.0	87.0	76.0	73.0	79.6		0%
79.0	69.0	90.0	87.0	68.0	78.6	\$ 116,650.00	50%
70.0	58.0	60.0	84.0	62.0	66.8	\$ 106,000.00	0%
63.0	48.0	60.0	88.0	47.0	61.2	\$ 225,310.00	0%
83.0	77.0	84.0	89.0	71.0	80.8	\$ 70,964.00	0%
	69.0	88.0	89.0	71.0	79.3	\$ 145,550.00	50%
	69.0	88.0	87.0	69.0	78.3	\$ 112,050.50	50%
	57.0	81.0	85.0	55.0	69.5	\$ 1,374,240.00	0%

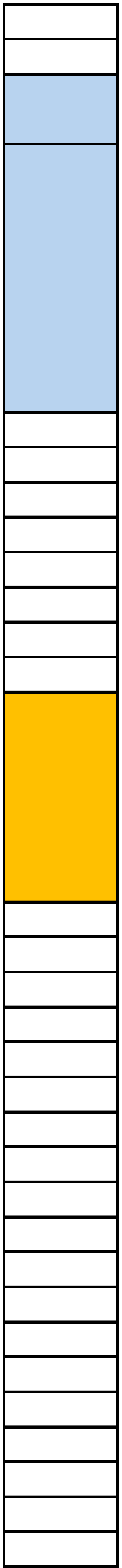
Total Funding		Total New Funding Recommendation with the additional \$184,000 divided equally among the 10 awarded projects not fully funded.
\$ 506,782.65		\$ 525,262.65
\$ 438,300.00		\$ 456,780.00
\$ 341,214.30		\$ 359,694.30
\$ 1,200,000.00		\$ 1,200,000.00
\$ 221,930.17		\$ 240,410.17
\$ -		
\$ -	*At VOA's request this amount will be moved to fully fund the Young Adult Shelter	\$ -
\$ 366,800.00		\$ 385,280.00
\$ 155,908.50		\$ 174,388.50
\$ -		
\$ 49,775.00		\$ 68,255.00
\$ 247,362.00		\$ 247,362.00
\$ 58,325.00		\$ 76,805.00
\$ 72,775.00		\$ 91,255.00
\$ 56,025.25		\$ 74,505.25

High dollar split funding for VOA
Good proposal but would take nearly all money available in grant
High dollar split funding for VOA
All Transitions programs lumped and funded at 50% collectively
Discussion determined street outreach to be less of an urgent need vs other intervention types
All Transitions programs lumped and funded at 50% collectively, categorized as street outreach by Staff
Only 2 beds so determined that transitions would be better impact for \$ provided
All Transitions programs lumped and funded at 50% collectively, more beds than St. Margarets
All Transitions programs lumped and funded at 50% collectively, more beds than St. Margarets

There is a little more than \$3.00 left to distribute. I will have finance do this as I do not wish to alter the funding r

Residual is \$184,803 once we move funding from Hope House to fully funding Young Adult Shelter. The Commit

Those projects highlighted in yellow are the ones awarded the additional \$18,480 (as noted above and in the Bri



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 08/19/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/8/2024

Clerk's File #

OPR 2024-0740

Cross Ref #

OPR 1984-0475

Project #**Council Meeting Date:** 09/09/2024**Submitting Dept**

PUBLIC WORKS

Bid #**Contact Name/Phone**

MARLENE FEIST 509-625-6505

Requisition #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Agenda Item Type

Engineer Construction Contract

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

5200 - 2024 AMENDED WATER INTERTIE AGREEMENT - AIRWAY HEIGHTS &

Agenda Wording

Agreement with the City of Airway Heights to amend the 1984 Water Intertie Agreement for the City of Spokane to provide emergency and supplemental water to the City of Airway Heights.

Summary (Background)

City of Spokane has provided water to the City of Airway Heights since the discovery of PFAS contamination in West Plains in the early 1980s. In February 2024, City Council approved an amendment to the Spokane-Airway Heights Water Supply Agreement to allow a small amount of additional supplemental water with an associated buy-in charge and the creation of a new class of wholesale water customer called "continuous supplemental water service". This agreement is to replace the previous agreement.

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

FEIST, MARLENE

Division Director

FEIST, MARLENE

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

ddaniels@spokanecity.org

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

mfeist@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	August 19, 2024
Submitting Department	Public Works
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org ; (509) 625-6505
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes (Total time to cover the amended agreement and related Commerce grant agreement)
Agenda Item Name	2024 Amended Water Intertie Agreement between Airway Heights & Spokane
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 of Spokane has been providing water to the City of Airway Heights since the early 1980s. With the discovery of PFAS contamination in the West Plains, Spokane has been the primary supplier of water to Airway Heights, providing both emergency and supplemental water supply.</p> <p>In February 2024, City Council approved an amendment to the Spokane-Airway Heights Water Supply Agreement that allowed for a small amount of additional supplemental water with an associated buy-in charge. Council also approved the creation of a new class of wholesale water customer called “continuous supplemental water service,” recognizing Airway Heights’ unique relationship with Spokane.</p> <p>At that time, PW informed Council that we would come back with an updated agreement that would include conversion of the emergency provisions into long-term supplemental capacity, future capital contributions, and future long-term capacity.</p> <p>We are bringing forward two agreements:</p> <ul style="list-style-type: none"> • The 2024 Amended Water Intertie Agreement between Airway Heights & the City of Spokane. • An agreement between Airway Heights, the City of Spokane, and the Washington state Department of Commerce to invest \$14.95 million in Spokane’s water system to secure additional water supply over time from the City of Spokane. <p>The Amended Water Intertie Agreement is designed to replace the previous agreement. It would convert the existing emergency water service and supply that we have been providing since 2017 to long-term supplemental water service and provide up to 1,450 gallons per minute over time as additional projects are completed.</p> <p>The Commerce funding then would be used by Airway Heights to offset their capital connection buy-in charges to convert the emergency supply to long-term supplemental supply and have access to the additional capacity.</p>
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: 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 One-time Recurring 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 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?
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. This agreement assists our neighbor by providing access to clean drinking water for its residents and businesses.
- 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 with 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.

N/A

2024 WATER INTERTIE AGREEMENT BETWEEN AIRWAY HEIGHTS and the CITY OF SPOKANE

THIS 2024 WATER INTERTIE AGREEMENT (this "**Agreement**") is entered into by THE CITY OF SPOKANE ("**Spokane**"), a municipal corporation of the State of Washington and First Class Charter City, with a principal place of business located at 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, and the CITY OF AIRWAY HEIGHTS ("**Airway Heights**"), a municipal corporation of the State of Washington, operating as a non-charter Code City, with a principal place of business located at 13120 W. 13th Avenue, Airway Heights, Washington, 99001. Spokane and Airway Heights may be referred to herein individually as a "**Party**" or collectively the "**Parties.**"

RECITALS

- A. Spokane owns and operates a RCW Chapter 70A.125 Group A Public Water System ("**Spokane Water System**") that supplies and distributes potable water to its customers.
- B. Spokane owns and operates a series of wells pursuant to a series of water rights and is authorized to provide wholesale water within a regional wholesale service area, as approved in its Water System Plan promulgated in accordance with Chapter 43.20 RCW and entitled "City of Spokane, Comprehensive Water System Plan," Volumes 1 and 2, January 12, 2017 adopted and approved by the City of Spokane City Council and approved by the State Department of Health ("**State DOH**"), as said document may be amended, revised, or updated from time to time.
- C. Airway Heights owns and operates its own RCW Chapter 70A.125 Group A Public Water System ("**Airway Heights Water System**") which draws from a separate water source than Spokane and serves customers as designated by its Water System Plan as approved by State DOH.
- D. On or about November 15, 1984, the Parties entered into an "Agreement" whereby Spokane agreed to supply Airway Heights with water on an emergency basis through an intertie connection located at Highway 2 and Hayford Road, Spokane City Clerk's File No. OPR 1984-0475 (the "**Water Intertie Agreement**").
- E. On or about December 11, 1989, the Parties entered into a "Contract Amendment" whereby the Water Intertie Agreement was amended to provide Airway Heights with water on an as-needed basis.
- F. In May 2017, Airway Heights was notified by representatives of the United States Air Force that its primary water wells were contaminated with perfluorooctane sulfonic acid (PFOS) and perfluorooctanic acid (PFOA). This contamination

interrupted Airway Heights' ability to supply water to its customers from its primary water source.

- G. As a result of the contamination, the Parties entered into an amendment to the Water Intertie Agreement, titled Amended Water Supply Agreement Between Airway Heights and the City of Spokane and Emergency Water Supply Agreement (which as amended and extended as described below shall be referred to herein as the “**2018 Amended Water Intertie Agreement**”) on April 24, 2018. The Parties executed extensions of the 2018 Amended Water Intertie Agreement dated December 15, 2020, June 24, 2021, and October 20, 2022. Amongst other things, the 2018 Amended Water Intertie Agreement provides for a second point of connection between the Spokane Water System and Airway Heights Water System located at Craig Road and McFarlane Road and emergency water supply of an amount not to exceed 1,400 gallons per minute (“GPM”).
- H. The Parties entered into a 2nd Amendment to the Amended Water Supply Agreement between the City of Spokane and City of Airway Heights to Address Additional Supplemental Water Capacity on February 20, 2024. Amongst other things, this 2nd amendment provides for an additional supplemental water supply of an amount not to exceed 250 GPM.
- I. The 2018 Amended Water Intertie Agreement expires on June 15, 2026.
- J. Airway Heights has obtained a grant in the amount of \$14,950,000 administered by the Washington Department of Commerce, Grant Agreement Number 22-96515-001 (the “**Grant Agreement**”), for the Airway Heights Water Resources Replacement Project to secure new water resources as a result of the contamination (the “**Grant**”). Airway Heights intends to use the Grant to fully or partially satisfy capital connection buy-in charges to both convert the emergency water supply under the 2018 Amended Water Intertie Agreement for a long-term supplemental water supply and have access to additional capacity as provided herein. The Parties have executed, or will contemporaneously execute with this Agreement, a Grant Assignment and Assumption Agreement for Washington Department of Commerce (the “**Assignment Agreement**”) which provides for the Grant to be utilized by Spokane. (See Exhibit A).
- K. The Parties recognize and desire to form a mutually beneficial stewardship relationship to manage water and leverage funding and water resources.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein, and the mutual promises and benefits set forth herein, the Parties agree as follows:

1. Purpose.

- 1.1. To replace the 2018 Amended Water Intertie Agreement following its expiration on June 15, 2026, and provide for the delivery of wholesale long-

term supplemental water by Spokane to Airway Heights as set forth herein. It is intended that as of June 16, 2026, this Agreement supersede any and all prior agreements between the Parties, including the 2018 Amended Water Intertie Agreement.

- 1.2. To convert the existing emergency water service and supply as provided under the 2018 Amended Water Intertie Agreement to long-term supplemental water service and supply up to an additional 1,450 GPM as projects are completed.

2. Commencement Date.

- 2.1 This Agreement shall take effect once all of the following events have occurred (“**Commencement Date**”):

- (a) Approval of this Agreement by official action of the governing bodies of each of the Parties;
- (b) Execution of the Agreement by the duly authorized representative of each of the Parties;
- (c) Filing or listing a copy of this Agreement as required by RCW 39.34.040; and
- (d) Approval and execution of the Assignment Agreement, in the form attached hereto as Exhibit A, by the official action of the governing bodies of each of the Parties, and any and all other action necessary for Airway Heights to assign to Spokane and for Spokane to assume all of Airway Heights’ rights, title, obligations and interest under the Grant and Grant Agreement.

- 2.2 Delivery of wholesale water shall commence under this Agreement on June 16, 2026, following expiration of the 2018 Amended Water Intertie Agreement.

3. Regulatory Approvals. The Parties acknowledge and agree that certain regulatory approvals and property rights may be necessary before long-term supplemental water deliveries may begin under this Agreement. The Parties recognize that this Agreement may increase the water system planning requirements applicable to the Parties. However, Airway Heights is currently a designated place of use for Spokane's water rights under Spokane's Comprehensive Water System Plan, as approved by Washington State Department of Health.

- 3.1. Spokane will bear any and all initial costs of obtaining any applicable state and local regulatory approvals applicable to Spokane arising from this Agreement. Spokane will keep Airway Heights informed of status, will advise Airway Heights when such approvals have been obtained, and will provide copies of these approvals to Airway Heights promptly after they

have been obtained.

- 3.2. Airway Heights will bear any and all initial costs of obtaining any applicable state and local regulatory approvals applicable to Airway Heights arising from this Agreement. Airway Heights will keep Spokane informed of status, will advise Spokane when such approvals have been obtained, and will provide copies of these approvals to Spokane promptly after they have been obtained.
- 3.3. The Parties agree to cooperate with each other to the greatest extent feasible to secure any state and local regulatory approvals, to revise their respective comprehensive water plans if necessary, and to otherwise implement this Agreement.
- 3.4. If unanticipated permits, regulatory approvals, or property or access rights (collectively, with the approvals described in this Section 3, the "**Regulatory Approvals**") are necessary, the Parties will meet and confer in good faith to allocate costs and responsibility for the same. If the parties are unable to resolve the allocation of costs and responsibilities, they will follow the dispute resolution provisions herein.
- 3.5. The Parties shall use their best efforts to obtain all Regulatory Approvals prior to June 15, 2026.

4. Responsibility for Improvements, Construction and Funding.

- 4.1. Spokane shall be responsible for the construction of all improvements to the Spokane Water System necessary to effectuate this Agreement. The Parties have identified the infrastructure improvements necessary to effectuate this Agreement as those set forth in the Assignment Agreement (the "Capital Projects"). The Parties have executed or will contemporaneously execute the Assignment Agreement in the form attached hereto as Exhibit A (OPR _____).
- 4.2. To the extent not set forth in the Assignment Agreement, Spokane shall also be responsible for the construction of projects needed to provide an additional future amount of up to 1,450 GPM contemplated by this Agreement.
- 4.3. Airway Heights shall be responsible to pay a capital buy in charge to effectuate the conversion of the emergency water service and supply (arising from the 2018 Amended Intertie Agreement) to long-term supplemental water service and supply as provided herein (the "**Capital Buy-In**"). Furthermore, any Airway Heights Water System specific improvements needed to accommodate additional capacity shall be the responsibility of Airway Heights. The Capital Buy-In will pay for capital charge, capital contributions, general facilities charges, connection charges, capacity buy-in charges or similar charges, costs or contributions relating to this

Agreement and conversion of the emergency water service and supply to long-term supplemental water service and supply. This Agreement is intended to convert the emergency water service of 1,400 GPM to long term non-emergency water service and supply and also provide for an additional future amount of up to 1,450 GPM.

4.4 The Parties acknowledge and agree that the Grant should be adequate to satisfy the Capital Buy-In charges relating to conversion of the emergency water supply to a long-term water supply and the improvements described in Sections 6.2.1 and 6.2.2. Spokane shall provide to Airway Heights the amount of the Capital Buy-In charges relating to the conversion to long-term supplemental water service and supply and improvements described in Sections 6.2.1 and 6.2.2. as soon as reasonably practical. Spokane shall provide the amount of all other Capital Buy-In charges to Airway Heights as soon as reasonably practical. Notwithstanding the above, the Parties understand that all of the projects needed under this Agreement to deliver the additional water supply not to exceed 1,450 GPM are not constructed and that construction costs could be higher than projected. Furthermore, the Parties agree meet and negotiate any differences between available Grant funds and construction costs and if necessary, execute any necessary amendment(s) to this Agreement.

4.5 In the event the Grant is reduced or becomes unavailable, Airway Heights agrees they will pay directly the Capital Buy-In amount to maintain the intent of this agreement or seek to reduce the amount of additional water they are seeking.

The Parties recognize additional projects are to be completed by Spokane which may result in additional volumes of water (above and beyond the 1,450 GPM contemplated herein) to Airway Heights. Once each additional project has been completed, the Parties agree to meet and negotiate mutually agreeable terms and conditions relating to any Capital Buy-In charges or other matters, and if necessary, execute any necessary amendment(s) to this Agreement in order to allow for delivery of new additional water at the Points of Delivery (as such term is defined below). Furthermore, it is intended that any excess Grant funds could be used as credit against the Capital Buy-In charges associated with these additional projects and additional capacity, upon mutually agreeable terms between the Parties. Final water volumes associated with these Capital Buy-In charge(s) will be computed once final project costs are known.

Increased Capacity: Any additional requests for supplemental capacity or terms beyond those contained in this Agreement may be negotiated between the Parties and may include capital fees to meet the increase in capacity prior to expansion. Any agreement shall be reduced to a written amendment to this Agreement.

4.6 If any further additional construction, improvements, or quantities are

required in the future, the Parties shall reduce the terms of such construction and improvements within a mutually agreeable written amendment to this Agreement (including, without limit, allocation of legal and financial responsibility for design and construction, tapping, plan review, flow control valve design and installation, and future ownership, operation, monitoring/maintenance, and liability/insurance requirements.).

5. Operation of Water Systems; Points of Delivery.

- 5.1. The Parties shall maintain, operate, and monitor their respective Water Systems as is necessary to effectuate the terms of this Agreement in a manner that is consistent with the provisions of all applicable local, state, and federal law, permits, regulatory approvals, manufacturers' specifications and in a good and workman-like manner.
- 5.2. Pursuant to the Water Intertie Agreement and 2018 Amended Water Intertie Agreement, Airway Heights currently has two points of connection with Spokane located at U.S. Highway 2 and Hayford Road, and at Craig Road and McFarlane Road, and are referenced herein as the "**Points of Delivery**", where water will be transferred through the meter from Spokane to Airway Heights. The Points of Delivery are identified and depicted as shown in Exhibit B.
- 5.3. The Parties agree that: (1) Airway Heights shall continue or to the extent necessary assume full and complete ownership, operation, maintenance (including testing and monitoring), and insurance responsibilities, including the costs thereof, for the improvements and associated facilities consistent with water system standards and applicable laws, regulations, rules, provisions, interpretations, orders, injunctions, decrees, rulings, awards, and decisions of governmental entities, orders of governmental entities ("**Legal Requirements**") on its respective side of the Points of Delivery; and (2) Spokane shall continue or to the extent necessary assume full and complete ownership, operation, maintenance (including testing and monitoring), and insurance responsibilities, including the costs thereof, for the improvements and associated facilities owned by Spokane consistent with water system standards Legal Requirements. The aforementioned sentence notwithstanding, the Parties further agree as follows:
 - 5.3.1 Spokane shall operate and maintain the Initial Master Meter identified in the 2018 Amended Water Intertie Agreement, including, without limit, any additional replacement meter or related equipment.
 - 5.3.2 Spokane shall own, operate, and maintain the Spokane WQ Monitoring Equipment identified in the 2018 Amended Intertie Agreement, including without limitation, any replacement or related equipment. Spokane shall, in its sole discretion and at its sole

expense, routinely monitor water quality using the Spokane WQ Monitoring Equipment in accordance with the Spokane Water Quality Monitoring Protocol.

5.3.3 Spokane shall own, operate, and maintain the Flow Control Valve identified in the 2018 Amended Water Intertie Agreement, including without limitation, any replacement valve or related equipment.

6. **Water Delivery, Quantity and Quality.** Commencing June 16, 2026 or as otherwise agreed between the Parties, Spokane will supply wholesale water to Airway Heights, as follows.

6.1. Highway 2 and Hayford Road Connection. Spokane shall supply Airway Heights with wholesale water through the Highway 2 and Hayford Road Point of Delivery at a rate not to exceed 1,500 GPM.

6.2. Craig Road and McFarlane Road Connection. Spokane shall supply Airway Heights with wholesale water through the Craig Road and McFarlane Road point of delivery at a delivery rate that does not exceed 1,650 GPM. (This amount represents the 1,400 GPM Emergency Water Supply amount plus the additional supplemental capacity of 250 GPM)

6.2.1. Upon completion of the Spotted Road Pump Station #2 and related appurtenances, it is expected there will be an additional water capacity available in an amount not to exceed 500 GPM. The anticipated operational date is in 2026. Spokane will provide a refined timeline once construction begins in 2025. See attachment C Project Listing.

6.2.2. Upon completion of the three (3) additional transmission mains, it is expected there will be an additional water capacity that will not exceed approximately 950 GPM to be available for Airway Heights, under this Agreement, following consultation between the Parties and execution of any amendment to memorialize any additional needed terms. The anticipated operational date of the three (3) projects is no later than the end of 2032. One or more of the projects may be operational sooner, which may allow for a portion of this 950 GPM to be delivered sooner. Refined timelines will be provided as planning and construction proceeds. See attachment C Project Listing.

6.2.3. In the event the anticipated operational dates of the Spotted Road Pump Station #2 described in Section 6.2.1 and three additional transmission lines described in Section 6.2.2 are not met, the Parties shall meet and confer regarding credit, refund or other accommodation that shall be provided to Airway Heights.

6.2.4. Spokane anticipates that these new capacities will be delivered at the

Craig Road and McFarlane Road point of delivery. However, Spokane reserves the right to change the point of delivery if required by system operational needs. The Parties shall meet and negotiate any additional points of delivery.

- 6.3. All water supplied by Spokane for use or sale by Airway Heights shall be upon the express condition that after water passes the Points of Delivery, it becomes the property and exclusive responsibility of Airway Heights. Spokane shall not be liable for any degradation of water quality, for acts of sabotage or vandalism, or for other events and resulting damages that may occur beyond the Points of Delivery and within the Airway Heights Water System.
- 6.4. The quality of wholesale water made available to Airway Heights pursuant to this Agreement shall be of the same standard and quality as normally delivered to Spokane's other customers and shall comply all applicable state and federal drinking water laws, regulations and standards at the Points of Delivery. Airway Heights shall be responsible for maintaining compliance with all applicable state and federal drinking water laws, regulations and standards past the Points of Delivery and within the Airway Heights Water System.
- 6.5. Spokane shall record the amounts of monthly wholesale water deliveries made to Airway Heights at the Initial Master Meter (or any replacement meter thereof). The term "Initial Master Meter" shall have the meaning set forth in Section 3.3.2 of the 2018 Amended Water Intertie Agreement.
 - 6.5.1 Spokane will read the Initial Master meter and keep records of the monthly and annual total water accepted by Airway Heights.
 - 6.5.2. The Initial Master Meter (or any replacement meter thereof) shall at all times be accessible to Spokane personnel. If it becomes necessary for Airway Heights to place the meter under lock and key, Airway Heights shall furnish Spokane with a copy of the key.

7. **Rates, Billing, Future Capital Projects, Invoicing, and Payment.**

- 7.1. Airway Heights shall pay to Spokane a service fee as follows:
 - 7.1.1. The amount of wholesale water delivered in such a month, as measured at the Initial Master Meter, multiplied by the Outside City Rate to Other Purveyors, plus any other fees, taxes, or charges billed to other Spokane wholesale customers pursuant to the Spokane Municipal Code.
- 7.2 The term "Outside City Rate to Other Purveyors" is as set forth in Title 13, Chapter 13.04, Section 13.04.2014 of the Spokane Municipal Code, or its succeeding provision(s) as such may be revised or amended. This rate may

be periodically adjusted and shall be applicable as set forth in the rate schedule adopted by the Public Works and Utility Division and the Spokane City Council.

- 7.3 This Agreement specifically provides for total capacity not to exceed 1,500 GPM at Highway 2 and Hayford Road point of delivery and total capacity not to exceed 1,650 GPM at Craig Road and MacFarlane Road point of delivery as of the date of execution. This Agreement further allows for an additional amount not to exceed 1,450 GPM once the Capital Projects described in Sections 6.2.1 and 6.2.2 are completed. Upon completion of these Capital Projects, the Parties will review operational needs and as appropriate execute a written amendment to this Agreement to address needed operational changes, and cost allocations, if any. Airway Heights desires to purchase additional water capacity from Spokane as generally outlined in the Draft City of Spokane and Airway Heights Thorpe Road Improvements Phasing/Costing Assessment dated November 6, 2023 prepared by GHD Jacobs, on mutually agreeable terms and conditions, as will be memorialized by written amendment to this Agreement.
- 7.4 Spokane shall prepare and forward to Airway Heights an invoice for the payment of any and all amounts due Spokane pursuant to this Agreement for the preceding month in accordance with Spokane's normal business practices. Each such invoice shall set forth the payment due from Airway Heights to Spokane. Airway Heights may request from Spokane, and Spokane shall promptly provide to Airway Heights, any documentation or other information that Airway Heights may reasonably require to understand the nature of the costs contained in any invoice issued pursuant to this Section.
- 7.5 Payment of any and all invoices forwarded to Airway Heights by Spokane pursuant to this Section shall be due and payable by Airway Heights on or before the Due Date, with payment to be made by wire transfer or such other means as may be agreed to in writing by the Parties. The term "**Due Date**" shall mean the date by which payment of any invoice issued pursuant to this Section of the Agreement is due to Spokane, which date shall be the close of business on the thirtieth (30th) day after an invoice is issued, provided, however, that if such thirtieth day falls on a Saturday, Sunday, or legal holiday observed by Spokane, the Due Date shall be extended until the close of business of the next regular business day of Spokane.
- 7.6 If Airway Heights disputes all or any portion of an invoice issued by Spokane pursuant to this Section, Airway Heights shall pay such invoice in full, and shall indicate in writing to Spokane the portions of the invoice that Airway Heights disputes and the reasons therefore. The Parties shall make a good faith effort to resolve such dispute. If such efforts are unsuccessful, either Spokane or Airway Heights may initiate dispute resolution under this Agreement.

7.7 Airway Heights hereby covenants and agrees that it shall establish, maintain, and collect rates or charges for water and other services, facilities, and commodities sold, furnished or supplied by it to its members which shall be adequate to provide revenues sufficient to enable Airway Heights to make the payments required to be made pursuant to the terms of this Agreement, and to pay all other charges and obligations payable from or constituting a charge or lien upon such revenues.

8. Term and Termination.

8.1 This Agreement shall be in effect for a period of twenty (20) years from June 16, 2026, through June 15, 2046.

8.2 Either Party may provide written notice to the other Party of intent to terminate, which shall be at least two years prior to requested termination date.

8.3 Notwithstanding the foregoing, the Parties shall review the terms of this Agreement at least once every five (5) years and confirm operational needs and efficiencies of each individual system. In the event changes are needed, the Parties shall memorialize any agreements through a written amendment to this Agreement, signed by both Parties. In the event either Party requests a more frequent review of this Agreement, a discussion regarding capital improvements, funding or other matters relating to this Agreement or the provision of water hereunder, such meeting shall occur within 60 days of such request.

8.4 No later than 18 Months before expiration of this Agreement under Section 5.1, the Parties shall meet and confer regarding an extension of this Agreement beyond the 20-year term set forth in Section 5.1.

9. Conservation and Efficiency.

9.1. The Parties agree and acknowledge that wise stewardship of water resources through conservation and maintenance of each system's operational efficiency is critically important and an important ongoing tool in managing the water resources of the region. Accordingly, the Parties shall adopt (or have adopted) conservation plans, to be updated on an annual basis or as otherwise required by Legal Requirements and should coordinate regional supply scheduling and other operational programs that promote efficient use of water supplies, facilities, and staff resources.

9.2. To accomplish these goals, the Parties agree:

9.2.1. To prepare and exchange conservation plans on two-year basis, at a minimum;

9.2.2. To track and collect data for each Party's operational components

and to exchange the same on at least every two years at a minimum;

9.2.3. To collectively analyze the data collected pursuant to this Section and to identify potential efficiency measures that may be implemented by Airway Heights or Spokane under the state-mandated Water Use Efficiency requirements, as required by WAC 256-290-810, or as may be subsequently revised or modified in the future.

10. Delivery Interruptions, Default and Rights of Termination.

- 10.1. The Spokane Water System shall be operated and maintained in a manner consistent with water system standards and Legal Requirements in order to provide reliability of service to Airway Heights. However, Airway Heights understands and agrees that Spokane can make no warranty or guarantee as to pressure, quantity, or non-interrupted service in the event of a system failure or other interruption as provided under 10.4.1 and 10.4.2 below.
- 10.2. Spokane shall engage in commercially reasonable standards for delivery of wholesale water pursuant to this Agreement. Airway Heights agrees that it has the rights to wholesale water supply as provided for in this Agreement, but no claim or right to Spokane's water rights upon the expiration or termination of this Agreement on any basis whatsoever.
- 10.3. Notwithstanding any other provisions of this Agreement, neither the Spokane nor Airway Heights shall be liable to the other for indirect, incidental, special, exemplary, punitive, or consequential damages, including but not limited to damages for lost profits, revenues or benefits, loss of property use, the cost of capital, or the cost of purchased or replacement water, even if such party has been advised of the possibility or existence of such damages.
- 10.4. The Parties agree and acknowledge that Spokane shall not be liable for any losses, damages, or claims due to, caused by, relating to, or arising from events enumerated in this Section 10.4.

10.4.1. Emergency

10.4.1.1. In the event that Spokane determines, in its reasonable discretion, that there is an emergency directly affecting the ability of Spokane to deliver water to Airway Heights that: (a) creates an immediate threat of bodily harm to persons; (b) causes damage to the Spokane Water System such that Spokane cannot supply the Airway Water System; or (c) is the result of a Regulatory Requirement, Spokane shall provide oral notice of the same to Airway Heights. Spokane may thereafter temporarily interrupt or reduce deliveries of water to Airway Heights if Spokane determines, in its reasonable discretion, that such interruptions and

reductions are necessary or during such an emergency. Airway Heights shall assist and support Spokane to meet such an emergency condition, including, without limit, implementing water storage strategies as well as emergency conservation measures as needed. Upon the occurrence of the emergency, Spokane shall take all reasonable and necessary actions to restore the delivery of water to Airway Heights. Emergencies may include, but are not limited to, failure of or accidents involving Spokane's Water System infrastructure or equipment, uncontrollable forces, unforeseen or unavoidable events, prior to water passing the Points of Delivery.

10.4.1.2. In the event that Spokane determines, in its reasonable discretion, to institute a water rationing or water use restriction program as a result of water shortage due to causes beyond the reasonable control of Spokane, that necessitates water rationing or use restrictions, the Parties shall meet and confer in order to reach a reasonable accommodation to Airway Heights arising from any such rationing or use restriction. Any rationing or use restrictions shall be based on the specifics of the problem and the water distribution system and availability of the water resource. Spokane will follow its water shortage policies and protocols and its emergency planning as identified in Spokane's Comprehensive Water System Plan. Spokane in its exercise of discretion under this Section 10.4.1.2 shall endeavor to not disproportionately impact Airway Heights. Despite the foregoing, Airway Heights acknowledges that specific situations and system availability issues may inherently impact Airway Heights in a disproportionate manner. In the event of such specific impacts to Airway Heights Spokane shall provide written notice to Airway Height as soon as practicable. Should the Parties not be able to resolve a water rationing or use restriction or accommodation to Airway Heights through the meet and confer process, then either Party may initiate the Dispute Resolution Process in Section 14 herein.

10.4.2. Non-Emergency

10.4.2.1. Except in cases of emergency under Section 10.4.1, and in order that Airway Heights' operations will not be unreasonably interfered with, Spokane shall give Airway Heights thirty (30) calendar days' notice of any other interruptions or reduction in service that may temporarily impact delivery of water to Airway Heights, the reason therefore, and the probable duration thereof, including any

interruptions or reduction in services that will be caused by the installation of equipment, repairs, replacements, investigations, inspections or other maintenance performed by the Spokane on the Spokane Water System or those parts of the system supplying Airway Heights pursuant to this Agreement.

10.4.3. Regulatory

10.4.3.1. Airway Heights understands and agrees that the operation of this Agreement, and the water available from Spokane's water rights are subject to Legal Requirements and the proceedings, litigation, orders, rulings of courts of competent jurisdiction ("**Judicial Requirements**") regarding the Agreement and Spokane's water rights. Airway Heights understands and agrees that Spokane must comply with all such Legal Requirements and Judicial Requirements and that such Legal Requirements and Judicial Requirements may affect, limit, diminish or remove the ability of Spokane to fulfill its wholesale water deliveries under this Agreement.

10.4.3.2. The Parties expressly acknowledge and agree that the inability or preclusion of Spokane to perform, in whole or material part, this Agreement caused by an order or directive of governmental authority or a court with jurisdiction shall constitute a force majeure or change in law event hereunder.

10.4.3.3. If Spokane remains materially limited or prohibited from performance of this Agreement through Judicial or Regulatory Requirements, the water delivered to Airway Heights may be reduced as set forth in Section 10.4.1.2. In the event of such reduction, the Parties shall meet and confer regarding whether there may be a credit, refund or other accommodation that may be applied to or on behalf of Airway Heights. If the Parties are not able to reach an agreement concerning credit, refund or other accommodation through the meet and confer process, then either Party may initiate the Dispute Resolution Process in Section 14 herein.

10.5. Payment and Performance Defaults.

Payment Default. If Airway Heights fails to make any payment in full for wholesale water when due under this Agreement after notice for a period of thirty (30) days or more after the Due Date ("**Payment Default**"), Spokane shall make written demand upon Airway Heights to make payment within thirty (30) days of the date of such written demand. If the Payment Default is not cured or the Parties fail to reach mutual agreement for payment terms within the thirty (30) day period, Airway Heights shall be deemed to be in

default of this Agreement and Spokane may suspend continued delivery of water to the Airway Heights Water System. Upon resolution of the dispute, Spokane shall promptly restore the delivery of water to the Airway Heights Water System.

10.5.1. Performance Default. Upon the occurrence of any one or more of the following events of default which shall continue and not be cured in accordance with the notice and opportunity to cure provisions set forth in this section, a Party may, at its option, declare through written notice a "**Performance Default**" under this Agreement when:

- (a) a Party fails to comply with any term or fails to perform any of its obligations under this Agreement and such failure has a material adverse effect on the operation of Spokane Water System, Airway Heights Water System or creates a material risk of injury to persons or damage to property; or
- (b) a Party fails to comply with any term or fails to perform any of its obligations under this Agreement, where such failure is not within the terms of Section 10.5.2 (a) above, and such failure continues for a period of fourteen (14) days after written notice ("**Cure Period**").

The written notice delivered by the non-defaulting party shall identify the alleged breach, the requested remedy and any other relevant information.

10.6 Cure. Following receipt of written notice, if a Performance Default is not reasonably susceptible of cure within the cure period provided above, but the defaulting party commences to cure such default within the applicable cure period and thereafter diligently prosecutes the cure and completes such cure within fifteen (15) days of commencement such default shall not become an Event of Default (as such term is defined below). If the default is not capable of cure, but the defaulting party is diligently pursuing a cure, a reasonable period shall be afforded to complete the cure not to exceed twenty-one (21) days.

10.7 Remedies. Upon the occurrence of any "Event of Default" (which shall be either a Payment Default or Performance Default), the non-defaulting Party may, upon forty-eight (48) hours written notice, in addition to any other rights granted under of this Agreement, but without waiving such other rights: (a) perform any and all work necessary to complete, secure and/or protect its property; (b) specifically enforce and perform the defaulting Party's unperformed obligations; and/or (c) request dispute resolution as set forth in Section 14. Amounts paid and costs and expenses incurred by a non-defaulting Party under any of this Section 10.7 by reason of an Event of Default of the other Party shall be reimbursed by the defaulting Party upon demand for its costs and attorney fees and shall bear interest at the rate of

twelve percent (12%) per annum from the date of demand until paid.

11. **Force Majeure.** Neither Airway Heights nor Spokane shall be considered to be in default in respect to any obligations hereunder if prevented from fulfilling such obligations due to conditions beyond their reasonable control including acts of God, fire, flood, earthquake, other natural disaster, acts of war, insurrection or riot, or change in the law. If a Party is unable to perform in whole or in part because of such condition, the Party shall diligently and promptly take reasonable steps to allow it to perform.
12. **Indemnification by Spokane.** To the fullest extent permitted by law, Spokane hereby releases and agrees to indemnify, defend and hold harmless each of the Airway Heights Indemnified Parties (defined below) from and against any claim, liability, loss, expense (including but not limited to attorneys' fees and expenses), damage, demand, lawsuit, cause of action, order, strict liability claim, penalty, fine, administrative law action and/or cost of every kind and character (collectively, "Claim/Liability"), arising out of or in any way incident to the design or construction of the Spokane Water System if due to the negligence, gross negligence, or intentional act or omission by Spokane, including in each case (but not limited to) any Claim/Liability on account of defective work, breach of contract, personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Spokane, its employees or officers, the Airway Heights Indemnified Parties, or any other person or entity. "Airway Heights Indemnified Parties" means, individually and collectively, Airway Heights, its elected officials, officers, employees, attorneys and agents. Notwithstanding any provision in this Agreement to the contrary, Spokane's duties under this Section shall survive the termination, revocation, or expiration of this Agreement.
13. **Indemnification by Airway Heights.** To the fullest extent permitted by law, Airway Heights hereby releases and agrees to indemnify, defend and hold harmless each of the Spokane Indemnified Parties (defined below) from and against any Claim/Liability arising out of or in any way incident to the use by Airway Heights of the water supplied by Spokane hereunder or arising out of or in any way incident to the design or construction of the Airway Heights Water System if due to the negligence, gross negligence, or intentional act or omission by Airway Heights, including in each case (but not limited to) any Claim/Liability on account of defective work, negligence, breach of contract, personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Airway Heights, its members or officers, the Spokane Indemnified Parties, or any other person or entity. "Spokane Indemnified Parties" means, individually and collectively, Spokane, its elected officials, officers, employees, attorneys and agents. Notwithstanding anything in this Agreement to the contrary, Airway Heights' duties under this Section shall survive the termination, revocation, or expiration of this Agreement.
14. **Dispute Resolution.** Dispute resolution shall proceed as follows:

- 14.1. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise. The Parties agree that cooperation and communication are essential to resolving issues efficiently.
- 14.2. Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Spokane and Airway Heights will be governed under the dispute resolution process set forth in this Section. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative(s). Each Party's Designated Representative(s) are identified in Section 13.4.
- 14.3. Before either Party may refer a dispute to mediation or provide a notice of the same to the other Party, the Parties will seek to resolve the dispute through direct discussion as set forth in Sections 14.3.1 and 14.3.2.
 - 14.3.1. Spokane's Director of Water and Hydroelectric Department and Airway Heights' Public Works Director, shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days, then the Parties will refer the dispute to Spokane's Director of Utilities and Airway Heights' City Manager.
 - 14.3.2. Spokane's Director of Public Works and Airway Heights' City Manager will meet and confer and attempt to resolve the dispute following the meeting set forth in Section 14.3.1. If they cannot resolve the dispute within fourteen (14) days, then either Party may initiate mediation.
 - 14.3.3. Additional staff of the Parties may participate in the meetings described above to the extent reasonably necessary.
- 14.4. In the event the direct discussions set forth in Section 12.3 do not resolve the dispute within the timeframe set forth in Section 12.3 (or any extension thereof agreed to by the Parties), each Party shall propose to the other Party in writing not more than three (3) candidates to act as mediator. Within seven (7) days of exchanging lists of mediator candidates, the Parties will meet and confer to choose one name from the list. If the Parties are unable to agree on a mediator 30 days after completion of the steps outlined above, then the Parties will jointly petition the Presiding Judge of the Spokane County Superior Court to appoint a mediator.
- 14.5. The Parties shall use reasonable efforts to resolve the dispute within 30 days with the assistance of the mediator, or within such time period as the Parties may otherwise agree in writing following the initiation of mediation.

- 14.6. Except as otherwise provided by this Agreement, the Parties shall continue to fulfill their respective duties under this Agreement pending resolution of any dispute, including the conclusion of any legal action under Section 12.8.
- 14.7. The Parties shall share the costs of the mediator equally.
- 14.8. If mediation fails to resolve the dispute within 30 days of selection of the mediator, the Parties may thereafter seek redress in court.
- 14.9. During mediation each Party shall be responsible for its own attorney's fees and costs. In the event of litigation, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, including any attorney's fees and costs incurred during an appeal, as determined by the court.

15. Miscellaneous Provisions.

- 15.1. Ownership of Equipment. Ownership of the "Airway Heights Backflow Prevention Device", the "Tap", the "Initial Master Meter", the "Spokane WQ Monitoring Equipment" and all other equipment described in the 2018 Amended Water Intertie Agreement shall be as set forth in the 2018 Amended Water Intertie Agreement, unless modified herein.
- 15.2. Access to Records.
 - 15.2.1. Airway Heights's Access to Spokane Records. Upon reasonable prior notice to Spokane, Airway Heights, or any consultant of Airway Heights, shall be given access during normal business hours to the books, records, and accounts related to this Agreement in the possession of Spokane at the location where such books, records, and accounts are located. Spokane shall not be obligated to collate, organize, or analyze the information sought by Airway Heights or by Airway Heights's consultant.
 - 15.2.2. Spokane's Access to Airway Heights Records. Upon reasonable prior notice to Airway Heights, Spokane, or any consultant of Spokane, shall be given access during normal business hours to the books, records, and accounts related to this Agreement in the possession of Airway Heights at the location where such books, records, and accounts are located. Airway Heights shall not be obligated to collate, organize, or analyze the information sought by Spokane or by Spokane's consultant.
- 15.3. Notice.
 - 15.3.1. All notices, requests, demands, waivers, consents and other communications required under this Agreement shall be in writing except as provided herein, and shall be delivered by the following means: (i) by certified mail, return-receipt requested, (ii) by

facsimile or email providing confirmation of completed transmission, or (ii) by such other means as may be approved in writing by the Parties. Service of any such notice, request, demand, waiver, consent, or other communication, shall be deemed to have been duly given and to have become effective upon receipt.

15.3.2. Any and all notices, demands, waivers, consents and other communications shall be forwarded to each of the Parties at the following addresses:

To Spokane: Director, City of Spokane Water Department
914 N. Foothills Dr.
Spokane, WA 99207
Telephone: (509) 625-7800
Facsimile: (509) 625-7816

With a copy to: City Attorney
Office of the City Attorney City of Spokane, City Hall Fl 5
808 West Spokane Falls Boulevard
Spokane, WA 99201
Telephone: (509) 625-6225
Facsimile: (509) 625-6277

To Airway Heights: City Manager
13120 West 13th Avenue
Airway Heights, WA 99001
Telephone: (509) 244-5578
Email: atripp@cawh.org

Public Works Director
12400 West 21st Avenue
Airway Heights, WA 99001
Telephone: (509) 244-5429
Email: kanderson@cawh.org

With a copy to: Paine Hamblen, P.S.
Attn: Daniel J. Gibbons
717 West Sprague Avenue, Ste. 1200
Spokane, WA 99201

or to such other address as may be provided in writing by the Parties.

15.4. Assignment. Neither this Agreement nor any of the rights, interests or obligations created hereunder may be assigned, sold, or otherwise

transferred in whole or in part by either Party without the prior written consent of the other Party.

- 15.5. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer upon any person or entity, other than the Parties hereto, any rights, benefits, or obligations. No such third-party shall have any right to enforce any of the provisions of this Agreement. Unless expressly stated otherwise herein.
- 15.6. Water Systems - No Responsibility. It is understood that Spokane does not own or have any responsibilities outside of this Agreement whatsoever to maintain Airway Heights' Water System. It is understood that Airway Heights does not own or have any responsibilities outside of this Agreement whatsoever to maintain Spokane's Water System.
- 15.7. Compliance with Local, State, Federal Rule or Regulation. In the event Spokane is required to comply with any local, state, or federal rule or regulation governing its operation of its water rights and said rule or regulation requires the compliance of wholesale water customers of Spokane, Airway Heights agrees to comply.
- 15.8. Waiver. Except as otherwise provided herein or as agreed by the Parties, no provision of this Agreement may be waived except as documented or confirmed in writing. Any waiver at any time by a Party of its rights with respect to a default under this Agreement or with any other matter arising in connection therewith shall not be deemed a waiver with respect to any subsequent default or matter. Either Party may waive any notice or agree to accept a shorter notice than specified by this Agreement. Such waiver of notice or acceptance of shorter notice by a Party at any time regarding a notice shall not be considered a waiver with respect to any subsequent notice required by this Agreement.
- 15.9. Entire Agreement. This Agreement contains all terms and agreements between the Parties hereto relating to the subject matter hereof and along with OPR 1984-0475 shall constitute the entire agreement between Spokane and Airway Heights concerning the provision of wholesale water to Airway Heights. The rights and obligations of the Parties hereunder shall be subject to and shall be governed by this Agreement.
- 15.10. Representations and Warranties. The Parties hereby represent and warrant to one another the following:
 - 15.10.1 Each Party is duly authorized and validly existing under the laws of, and is authorized to exercise its powers, rights, and privileges and is in good standing in, the State of Washington, and has full power and authority to carry on its business as presently conducted and execute this Agreement and perform the transactions on its part contemplated by this Agreement.

15.10.2 The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby have been duly authorized by the appropriate board or council, and no other act or proceeding on the part of any Party is necessary to authorize this Agreement, or the transactions contemplated hereby.

15.10.3 The execution, delivery, and performance by each of the Parties of this Agreement does not: (a) contravene any law; or (b) conflict with or result in a breach of or default under any material agreement or instrument to which any Party is a party or by which it is bound.

15.10.4 There are no actions, suits, claims, or proceedings pending, or, to the best of each Party's knowledge, threatened against either Party that is likely to impair the consummation or the transactions contemplated hereby.

15.10.5 This Agreement, when executed and delivered, will constitute a valid and binding obligation of each Party, and will be enforceable against each such Party in accordance with its terms.

15.11. Amendments. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement signed by the Parties.

15.12. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of such state). The Parties (i) agree that any lawsuit, judicial action, or proceeding arising out of or relating to this Agreement must be heard in the Superior Court of the State of Washington in and for the County of Spokane, or in the United States District Court for the Eastern District of Washington, (ii) waive any objection to the venue of any such suit, action, or proceeding, and (iii) irrevocably submit to the jurisdiction of any such court in any such lawsuit or judicial action or proceeding.

15.13. Reasonable and Good Faith Efforts. Each Party will make all reasonable and good faith efforts to coordinate with the other Party to complete all reasonable and necessary improvements, to secure the Regulatory Approvals, and accomplish tasks provided for in this Agreement in a timely manner.

15.14. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced, all other terms or provisions of the Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereunder is not affected in any manner or materially adverse to any Party. Upon such

determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereunder are consummated as originally contemplated and to the greatest extent possible.

- 15.15. Rights and Remedies Cumulative. The rights and remedies available under this Agreement or otherwise available shall be cumulative of all other rights and remedies at law or in equity and may be exercised successively.
- 15.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.17. Incorporation of Recitals. The recitals set forth above are a material part of this Agreement and are incorporated herein by reference.
- 15.18. RCW 39.34.030 Required Clauses.
 - 15.19.1 Purpose. See above.
 - 15.19.2 Duration. See above.
 - 15.19.3 Organization of Separate Entity and its Powers. Each party is duly organized and in existence. No new or separate legal or administrative entity is created to administer this Agreement.
 - 15.19.4 Responsibilities of the Parties. See above.
 - 15.19.5 Agreement to be Filed. This Agreement shall be filed with each City Clerk for both Parties and with the Spokane County Auditor or listed on each Parties' web site or other electronically retrievable public source as required by RCW 39.34.040.
 - 15.19.6 Financing. Each Party shall be responsible for the financing of its obligations through its budgetary process.
 - 15.19.7 Termination. This Agreement may be terminated as set forth above.
 - 15.19.8 Property upon Termination. In the event of termination, each Party retains control of its property. Any jointly held property shall be divided in proportion to the amount each Party contributed to acquisition.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the last date written below ("**Effective Date**").

DATED: _____

CITY OF SPOKANE

By: _____

Title: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk, City of Spokane

City Attorney, City of Spokane

DATED: _____

CITY OF AIRWAY HEIGHTS

By: _____

Title: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk, City of Airway Heights

City Attorney, City of Airway Heights

EXHIBIT A
FORM OF ASSIGNMENT AGREEMENT

EXHIBIT B

DEPICTION OF POINTS OF DELIVERY AND AMOUNTS NOT TO EXCEED

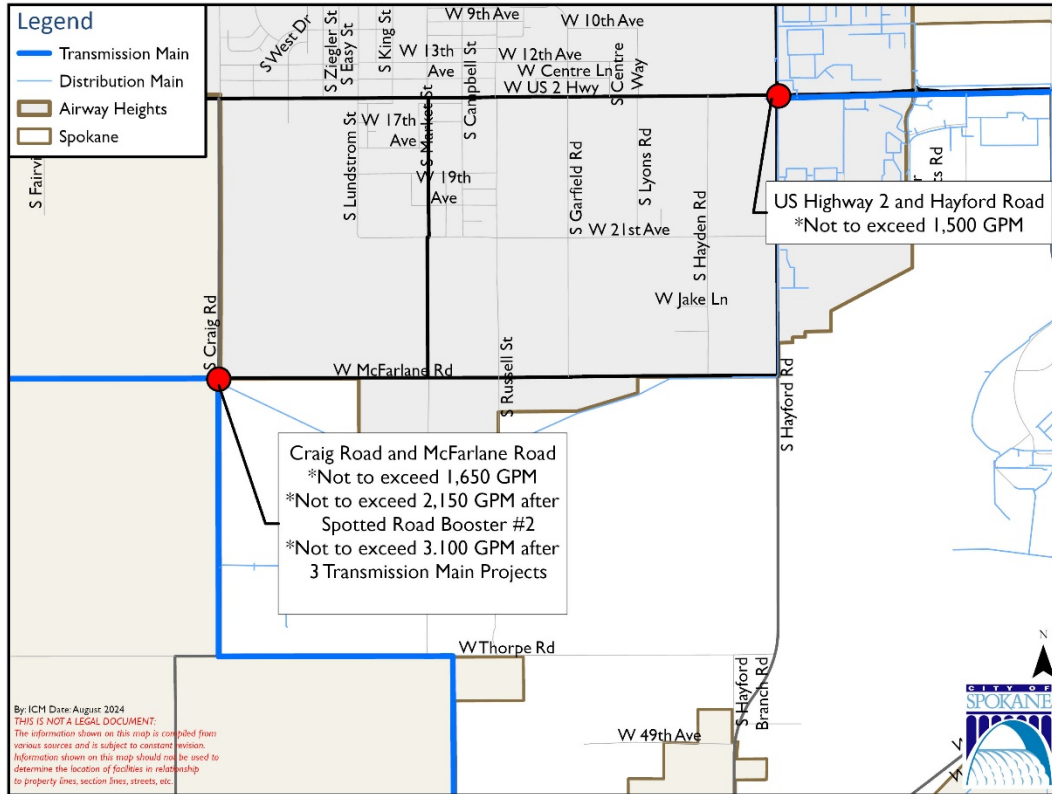


EXHIBIT C

PROJECT TABLE

City of Spokane Six Year Program Project	Additional Capacity upon Completion for AWH, gpm	Jacob's Project ID	Jacob's Facility Segment
Plains System New Booster	500	14	15-MGD Spotted Road BS
Latah from 14th Ave to 7th and Cannon Transmission Main Phase 3	450	4	30-inch from Cannon Street to 16th Avenue
Spotted Booster Station to Thorpe in 47th Ave Transmission Main	250	13	Transmission: Thorpe Road BS to Spotted Road BS Segment B
Latah from Westwood Lane to Chestnut and 23rd Ave Transmission Main Phase 2	250	9	Transmission: Highway 195 to Westwood Lane



Agenda Sheet for City Council:

Committee: PIES **Date:** 08/19/2024

Committee Agenda type: Discussion

Date Rec'd 8/8/2024

Clerk's File # OPR 2024-0741

Cross Ref # OPR 1984-0475

Project #

Council Meeting Date: 09/09/2024

Submitting Dept PUBLIC WORKS **Bid #**

Contact Name/Phone MARLENE FEIST 625-6505 **Requisition #**

Contact E-Mail MFEIST@SPOKANECITY.ORG

Agenda Item Type Contract Item

Council Sponsor(s) BWILKERSON KKLITZKE

Agenda Item Name 5200 – CAPITAL GRANT AGREEMENT WITH AIRWAY HEIGHTS, DEPARTMENT

Agenda Wording

Capital Grant agreement between the City of Spokane, Commerce, and Airway Heights, for the Airway Heights water resources replacement project.

Summary (Background)

The Commerce grant agreement lays out terms for the City of Spokane to use nearly \$15 million in appropriate water system infrastructure. These dollars are part of the state's ARPA allocation and must be spent no later than the end of 2026. Funds will be used to invest in City of Spokane water system projects that will be completed within the required timeframe. These projects include infrastructure that is already under way or will be under contract before the end of the year.

Lease? NO Grant related? YES 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

Revenue \$ 14,950,000.00 # various

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

FEIST, MARLENE

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

SZAMBELAN, TIMOTHY

For the Mayor

PICCOLO, MIKE

Additional Approvals

ACCOUNTING -

MURRAY, MICHELLE

Distribution List

ddaniels@spokanecity.org

eraea@spokanecity.org

icmaccounting@spokanecity.org

publicworksaccounting@spokanecity.org

mpapich@spokanecity.org

mfeist@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	August 19, 2024
Submitting Department	Public Works
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org ; (509) 625-6505
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes (Total time to Commerce grant agreement & the Amended Water Intertie Agreement)
Agenda Item Name	Airway Heights-Commerce-Spokane grant agreement
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 of Spokane has been providing water to the City of Airway Heights since the early 1980s. With the discovery of PFAS contamination in the West Plains, Spokane has been the primary supplier of water to Airway Heights, providing both emergency and supplemental water supply.</p> <p>In February 2024, City Council approved an amendment to the Spokane-Airway Heights Water Supply Agreement that allowed for a small amount of additional supplemental water with an associated buy-in charge. Council also approved the creation of a new class of wholesale water customer called “continuous supplemental water service,” recognizing Airway Heights’ unique relationship with Spokane.</p> <p>At that time, PW informed Council that we would come back with an updated agreement that would include conversion of the emergency provisions into long-term supplemental capacity, future capital contributions, and future long-term capacity.</p> <p>We are bringing forward two agreements:</p> <ul style="list-style-type: none"> • The 2024 Amended Water Intertie Agreement between Airway Heights & the City of Spokane. • An agreement between Airway Heights, the City of Spokane, and the Washington state Department of Commerce to invest \$14.95 million in Spokane’s water system to secure additional water supply over time from the City of Spokane. <p>The Commerce grant agreement lays out terms for the City of Spokane to use the nearly \$15 million in appropriate water system infrastructure. These dollars are part of the state’s ARPA allocation and must be spent no later than the end of 2026. Funds will be used to invest in City of Spokane water system projects that will be completed within the required timeframe. These projects include infrastructure that is already under way or will be under contract before the end of the year.</p> <p>The Commerce funding essentially is then to be used by Airway Heights to offset their capital connection buy-in charges to convert the emergency supply to long-term supplemental supply and have access to the additional capacity.</p>

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: [Click or tap here to enter text.](#)

Current year cost:

Subsequent year(s) cost:

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 One-time Recurring 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 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?
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. This agreement assists our neighbor by providing access to clean drinking water for its residents and businesses.
- 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 with 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.

N/A



Capital Agreement with

City of Airway Heights

through

American Rescue Plan Act, State and Local Fiscal Recovery Funds

Contract Number: 22-96515-001

for

Airway Heights Water Resources Replacement Project

Dated: July 1, 2021

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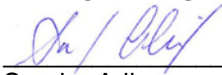
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Face Sheet

Contract Number: 22-96515-001

Local Government Division ARPA State and Local Fiscal Recovery Funds Grant

1. Grantee City of Airway Heights S 1208 Lundstrom Airway Heights, WA 99001		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative Kevin Anderson, P.E., Public Works Director (509) 244-5429 kanderson@cawh.org		4. COMMERCE Representative Jon Galow, Grant Manager PO Box 42525, Olympia, WA 98504 (509) 847-5021 jon.galow@commerce.wa.gov	
5. Grant Amount \$14,950,000.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2021	8. End Date October 30, 2026 (contingent on reappropriation); June 30, 2025 (if funds are not reappropriated)
9. Federal Funds (as applicable) \$14,950,000.00	Federal Agency U.S. Dept. Treasury	ALN (CFDA #) 21.027	Indirect Rate N/A
10. SWV # SWV0013865-00	11. UBI # 329-005-587	12. DUNS # N/A	13. UEI # XF1GS9XFK5J6
14. Grant Purpose The outcome of this performance-based Grant Agreement is to undertake a legislatively approved project that furthers the goals and objectives of Infrastructure Projects Program as referenced in Attachment A – Scope of Work. COMMERCE, defined as the Department of Commerce and Grantee acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Certification of Availability of Funds to Complete the Project, Attachment “C” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “D” – Assignment Agreement Face Sheet.			
FOR GRANTEE _____ Albert Tripp, City Manager _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY  _____ Sandra Adix Assistant Attorney General April 22, 2022	

Special Terms and Conditions

CAPITAL FEDERAL FUNDS

1. Authority

Funding for this Grant has been provided in the 2021-2023 biennial state Capital Budget, SSB 1080, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or “Act”), sec. 9901, Public Law 117–2, codified at 42 U.S.C. 802 et seq. The parties anticipate that funding under this Grant that is unexpended in the 2021-23 state biennium may be re-appropriated in future biennia, subject to Federal requirements.

2. Acknowledgement of Federal Funding

Federal Award Identification Number (FAIN): SLRFP0002

Federal Awarding Agency: US Department of Treasury

Research & Development (R&D): award will not be used for R&D

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

“This project was supported by grant awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the American Rescue Plan Act, State and Local Fiscal Recovery Funds, Washington State Department of Commerce.”

3. Grant Management

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

4. Period of Performance, Costs Incurred, Reimbursement

- a) Period of Performance. The period of performance for this award ends on June 30, 2025. If unexpended funds under this Grant are re-appropriated, the period of performance (Grant Agreement End Date) will be extended to not later than October 30, 2026.
- b) Costs Incurred Period. As set forth in Treasury’s implementing regulations, Grantee may use funds awarded under ARPA to cover eligible costs incurred during the period that begins on March 15, 2021, and ends on December 31, 2024. Pursuant to Federal rules, a cost shall be considered to have been incurred if the Grantee has incurred an obligation with respect to such cost by December 31, 2024.
- c) Reimbursement Period. All requests for reimbursement of eligible costs incurred between March 15, 2021 and December 31, 2024 payable from ARPA funds must be submitted to COMMERCE by the **earlier of** October 30, 2026 or 30 days prior to the Contract End Date.

Extension of Grant Upon Reappropriation. The End Date of this Grant may be extended upon written notice to Grantee from Commerce for a period consistent with the effective date of any re-appropriation of funds, and/or with terms reflecting new Federal requirements for ARPA funds, if any. In Commerce’s sole discretion, after review of any funding re-appropriation terms and applicable Federal law or guidance, a contract amendment may be required to extend the End Date.

5. Compensation

COMMERCE shall pay an amount not to exceed the total contract amount listed on the contract Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

6. Basis for Establishing Real Property Values for Acquisitions of Real Property Performance Measures

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. Expenses

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed the total contract amount listed on the contract Face Sheet.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

8. Indirect Costs

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government as set forth on the Face Sheet, Sec. 9. If no such rate exists a de Minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

9. Billing Procedures and Payment

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number listed on the contract Face Sheet. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or if work is not completed or Grant terminated, within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Additional Special Terms and Conditions set forth in the Declarations page above.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Withholding

At its sole discretion, COMMERCE may withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

10. Subcontractor Data Collection

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

11. Historical and Cultural Resources, Human Remains

Certain capital construction projects may be subject to the requirements of Washington State Executive Order 21-02 "Archaeological and Cultural Resources". Grantee will cooperate with Commerce as may be required, to fulfill the requirements of EO-21-02. In the event that historical or cultural artifacts are discovered at the Project site during construction or rehabilitation, the Grantee or subcontractor shall immediately stop work and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. If human remains are discovered, the Grantee shall immediately stop work and report the presence and location of the remains to the coroner and local enforcement, then contact DAHP and any concerned tribe's cultural staff or committee.

12. Audit

If the Grantee is a subrecipient and expends \$1,000,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$1,000,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

13. Debarment

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, 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 or private agreement or 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;
 - iii. 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 federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant 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, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant 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.
- ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

14. Insurance

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this contract. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program –The Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. A certificate and/or letter of coverage that outlines coverage limits and deductibles shall be provided. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB) and 2) the Washington State Auditor's annual instructions for financial reporting. Grantees participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Annually Grantee shall provide upon written request by COMMERCE a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

15. Compliance with Applicable Law and Regulation

- A. Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

- B. Federal regulations applicable to this award include, but are not necessarily limited to the following:
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - x. Prohibition on certain telecommunications and video surveillance services or equipment 2 CFR [§ 200.216](#).
- C. Statutes and regulations prohibiting discrimination applicable to this award include, but are not necessarily limited to the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

16. Federal Exclusion

These terms add to the terms in Section 12 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion — Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Grantee also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to Commerce and to keep a copy on file with the Grantee's project records.

17. Registration with the System for Award Management (SAM)

By signing this Grant, the Grantee accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the SAM website (<https://www.sam.gov>). To register in SAM, a valid Unique Entity Identifier (UEI) is required. The Grantee is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Grantee must remain registered in the SAM database after the initial registration. The Grantee is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Grantee shall provide evidence documenting registration and renewal of SAM registration to Commerce.

In the event of the Grantee's noncompliance or refusal to comply with the requirement stated above, Commerce reserves the right to suspend payment until the Grantee cures this noncompliance.

18. Reduction in Funds

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Grant Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

19. Ownership of Project/Capital Facilities

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

20. Change of Ownership or Use for Grantee Owned Property

- A.** The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using funds under this Grant Agreement, shall be held and used by the GRANTEE or the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B.** This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C.** In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE, shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture provision).

21. Change of Use for Leased Property Performance Measure

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture Provision).

22. Termination for Fraud or Misrepresentation

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

23. Fraud and Other Loss Reporting

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

24. Order of Precedence

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages
- Attachment D – Assignment Agreement

General Terms and Conditions

CAPITAL FEDERAL FUNDS

1. Definitions

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantor, including any Exhibits, attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. Administrative Cost Allocation

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Grant based on an allocation plan that reflects allowable administrative costs that support services provided under each Grant administered by the Grantee. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

3. Allowable Costs

Costs allowable under this Grant are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Award or Amendment Face Sheet.

4. All Writings Contained Herein

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. Amendments

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. Approval

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

8. Assignment

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

9. Attorney's Fees

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

10. Audit

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

11. Certification Regarding Debarment Suspension or Ineligibility and Voluntary Exclusion – Primary and Lower Tier Covered Transactions

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this contract, 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 or private agreement or 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;
 - iii. 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 federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
 - A. Where the Grantee is unable to certify to any of the statements in this contract, the Grantee shall attach an explanation to this contract.
 - B. The Grantee 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, unless authorized by COMMERCE.

- C. The Grantee further agrees by signing this contract that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

- i. 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.
 - ii. 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.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. Code Requirements

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. Confidentiality/Safeguarding of Information

- A. “Confidential Information” as used in this section includes:
1. All material provided to the Grantee by COMMERCE that is designated as “confidential” by COMMERCE;
 2. All material produced by the Grantee that is designated as “confidential” by COMMERCE; and
 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. “Personal information” includes but is not limited to information related to a person’s name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number and other identifying numbers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. Conformance

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

15. Conflict of Interest

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program administering this contract, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

16. Copyright Provisions

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document, which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

17. Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

18. Disputes

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

19. Duplicate Payment

The Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

20. Governing Law and Venue

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

21. Indemnification

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of, or resulting from, the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subcontractor's performance or failure to perform the contract. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

22. Independent Capacity of the Grantee

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

23. Industrial Insurance Coverage

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

24. Laws

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

25. Licensing, Accreditation and Registration

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

26. Limitation of Authority

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

27. Noncompliance with Nondiscrimination Laws

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further contracts with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

28. Pay Equity

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

(i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

(ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

29. Political Activities

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

30. Prevailing Wage Law

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

31. Procurement Standards for Federally Funded Programs

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR 200 for all purchases funded by this contract.

All recipients of funds under this Contract, including Contractor and subrecipients or subcontractors of any tier, must follow the procurement standards in 2 CFR §§ 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR § 200.320.

The Grantee's procurement system should include but not necessarily be limited to, the following:

- A. General procurement standards 2 CFR [§ 200.318](#). A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Competition 2 CFR [§ 200.319](#). Procedures that ensure all procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).
- C. Methods of procurement to be followed 2 CFR [§ 200.320](#).
- D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms 2 CFR [§ 200.321](#).
- E. Domestic preferences for procurements 2 CFR [§ 200.322](#).

32. Prohibition Against Payment of Bonus or Commission

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

33. Publicity

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

34. Recapture

In the event that the Grantee fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this contract.

35. Records Maintenance

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

36. Registration with Department of Revenue

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

37. Right of Inspection

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

38. Savings

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

39. Severability

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

40. Subcontracting

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

41. Survival

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

42. Taxes

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

43. Termination for Cause

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

44. Termination for Convenience

Except as otherwise provided in this Grant COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

45. Termination Procedures

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee, under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

46. Treatment of Assets

Title to all property furnished by COMMERCE shall remain in COMMERCE. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

- A. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- B. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- C. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

47. Waiver

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

48. Work Hours and Safety Standards

The Grant Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Grant Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Attachment A – Scope of Work

Funds awarded under this grant will be used for capital expenditures for the Airway Heights Water Resources Replacement project. The City of Airway Heights will use these funds to reimburse the City of Spokane for the portion of water system improvements that benefit the City of Airway Heights for the time periods described in Special Terms and Conditions, Section 4, and herein.

These projects follow the requirements of the US Environmental Protection Agency's: Drinking Water State Revolving Fund – Drinking Water Transmission and Storage.

Projects for reimbursement include the following items:

Task 1: SIA Reservoir #3 located at 3726 S Little St, Spokane, WA 99224 (47.620922, -117.519547)

Task activities include, but not limited to, construction of a new 3.6 MG reservoir as well as yard piping to connect the new tank to the City of Spokane water system. The reservoir has a diameter of 130-feet and a height of 130-feet.

Task 2: SIA I-90 Xing Transmission Pipeline, Spokane, WA 99224 (Godfrey Blvd/Pilot Dr to Geiger Blvd/Westbow Blvd/Thorpe Rd)

Task activities include, but not limited to, construction of approximately 3,300 LF of new 30-inch transmission main crossing underneath I-90 and connecting into the new SIA Reservoir #3.

Task 3: Thorpe Reservoir #2 located on W Thorpe Rd, Spokane, WA 99224 (47.6260837, -117.4606775)

Task activities include, but not limited to, construction of a new 3.5 MG reservoir as well as yard piping to connect the new tank to the City of Spokane water system.

Task 4: Spotted Road Booster Station located at 7311 W Westbow Rd, Spokane, WA 99224 (47.61147209158721, -117.51813801849413)

Task activities include, but not limited to, construction of a new booster station adjacent to the existing Spotted Road Booster Station including a building, pumps, controls and all appurtenances as well as the yard piping to connect the booster station to the City of Spokane water system.

All project work completed with prior legislative approval. The "Copyright Provisions", Section 16 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

Certification Performance Measure – Scope of Work

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

Albert Tripp, City Manager

Date

**Attachment B - Certification of the Availability of Funds
to Complete the Project**

Type of Funding	Source Description	Amount
<i>Grants to Airway Heights</i>		
Grant	WA State Department of Commerce – ARPA SLFR	\$14,950,000.00
<i>Other Grants and Loans to City of Spokane</i>		
Grant #1	Spotted Rd Booster Station – ARP Grant	\$1,000,000.00
Loan #1	Spotted Rd Booster Station – DWSRF	\$2,465,000.00
Loan #2	SIA Xing I-90 - DWSRF	\$3,200,000.00
Loan #3	Thorpe Rd Reservoir #2 - DWSRF	\$5,200,000.00
Loan #4	SIA Additional Reservoir #3 - DWSRF	\$1,962,765.00
Loan #5	SIA Additional Reservoir #3 - Public Works Board	\$8,000,000.00
Total Project Funding		\$36,777,765.00

Certification Performance Measure – Availability of Funds

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE’s review upon reasonable request.

Albert Tripp, City Manager

Date

Attachment C – Certification of the Payment and Reporting of Prevailing Wages

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Grant Agreement, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE’s review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

Certification Performance Measure – Prevailing Wages

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

Albert Tripp, City Manager

Date

ATTACHMENT D - ASSIGNMENT AGREEMENT

Grant Agreement Number: **22-96515-001**

Project Name: **Airway Heights Water Resources Replacement Project**

**Washington State Department of Commerce
Local Government Division
ARPA State and Local Fiscal Recovery Funds Grant**

1. Original Grant Agreement Grantee (Assignor) City of Airway Heights S 1208 Lundstrom St Airway Heights, WA 99001		2. New Grant Agreement Grantee (Assignee) City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	
3. New Grant Agreement Grantee Representative (Assignee) Mark Papich, Senior Engineer mpapich@spokanecity.org		4. Commerce Representative Jon Galow, Section Manager PO Box 42525, Olympia, WA 98504 jon.galow@commerce.wa.gov	
5. Original Grant Agreement Amount \$14,950,000.00	6. Amended Amount N/A	7. Assigned Amount \$14,950,000.00	
8. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/>	9. Assignment Start Date On or about the date that final reimbursement of projects, defined in Grant Agreement Attachment A -- Scope of Work, is transferred from the ASSIGNOR to the ASSIGNEE		10. Assignment End Date N/A
11. Federal Funds Included in Grant Amount above (as applicable): \$14,950,000.00	Federal Agency U.S. Dept. Treasury		ALN: 21.027
12. Purpose: The purpose of this Assignment Agreement is to clarify the responsibilities of the Grantee and assign all rights and obligations under Grant Agreement No 22-96515-001 executed by the Assignor as Grantee of the Department of Commerce. The Assignor wishes to assign the Grant Agreement to Assignee, Assignee wishes to assume the grant agreement, and Commerce as Grantor consents to the assignment.			
COMMERCE, defined as the Washington State Department of Commerce, including its successor agency, and the original Grant Agreement grantee (Assignor), as defined above, and the new Grant Agreement grantee (Assignee), as defined above, each acknowledge and accept the terms of this Assignment Agreement, and have executed this Assignment Agreement on the date below to start as of the date and year referenced above. The persons signing below warrant that they have the authority to enter into this Assignment Agreement. This Assignment Agreement shall be attached to and made a part of the Original Grant Agreement between COMMERCE and the Grantee. Any reference in the Original Grant Agreement to the "Grant" shall mean the "Grant Agreement as Assigned."			
FOR ASSIGNOR: _____ Albert Tripp, City Manager City of Airway Heights _____ Date	FOR ASSIGNEE: _____ Marlene Feist, Public Works Director City of Spokane _____ Date	FOR COMMERCE: _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date	

Assignment Agreement, Grant Agreement Number: 22-96515-001

WHEREAS, City of Airway Heights as Assignor wishes to assign to the City of Spokane as Assignee and to have Assignee assume all of Assignor's rights and obligations under Commerce Grant Agreement number 22-96515-001 ("Grant Agreement") and Assignee is willing to assume all of said obligations of Assignor thereunder; and

WHEREAS, Assignor seeks the consent of Washington State Department of Commerce as Grantor under the Grant Agreement to the assignment and assumption of the Grant Agreement as set forth herein, and Grantor is willing to grant such consent on the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Funds awarded under this grant are used by the City of Airway Heights to reimburse the City of Spokane for the projects listed in Grant Agreement 22-96515-001 Attachment A – Scope of Work.

Notwithstanding an assignment, Assignor shall remain obligated to the Grant Agreement. Assignor understands and agrees that the property must be held and used for the purposes intended for the ten years from the date the final payment is made hereunder.

If the assignment is executed, the City of Spokane shall be obligated to hold and use the properties for a period of ten years from the date the final payment was made to Assignor.

ALL OTHER TERMS AND CONDITIONS OF THE GRANT AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

1. Assignment. Assignor hereby sells, transfers, assigns, grants, and conveys to Assignee all of its right, title, obligations and interest existing as of this date in and under the Grant Agreement.

2. Assumption. Assignee further assumes all obligations of Assignor under the Grant Agreement. Assignee hereby expressly assumes and agrees to perform, observe and confirm all the covenants, agreements, terms, conditions, obligations, duties and liabilities of Assignor under the Grant Agreement, and any other documents or instruments executed and delivered or furnished by Assignor in connection therewith.

3. Consent. Grantor hereby consents to the foregoing assignment and assumption of the Assignor's obligations under the Grant Agreement pursuant to the terms and conditions set forth herein, **provided, however, that the Assignor is not released from such obligation on account of such consent, including such obligations which by their nature are intended to survive expiration of the Grant Agreement.**

4. Representations and Warranties of Assignee. In order to induce Grantor to consent to the assignment provided for herein, Assignee hereby represents to Grantor that:

- (a) Assignee is a municipal corporation duly organized and validly existing under the laws of the State of Washington.
- (b) Assignee has the full right, power and authority to conduct all of the activities which are now conducted by it or proposed to be conducted as contemplated by the Grant Agreement, to execute, deliver and perform under this Assignment Agreement, and to assume the obligations of Assignor and to fulfill its duties under the Grant Agreement.
- (c) There is no action, suit or proceeding or any investigation pending or, to the best of Assignee's knowledge, threatened against or affecting Assignee at law or in equity in any court or by any federal, state, municipal or other governmental authority, department, commission, board, agency or other governmental instrumentality which is likely to have an adverse effect on Assignee's ability to assume the obligations and to fulfill the duties of Assignor under the Grant Agreement.
- (d) Assignee is not in default or alleged to be in default with respect to any judgment, order, writ, injunction or decree or in breach or alleged to be in breach or default under any material lease, contract, agreement, commitment, instrument or obligation to which it is a party or by which it or its property is bound; and to the best of Assignee's knowledge, there is no state of facts which is likely to create or cause a default or breach under any such material lease, contract, agreement, commitment, instrument or obligation.

- (e) To the best of Assignee's knowledge and belief, Assignee has complied in all material respects with all federal, state and local laws, regulations and orders applicable to the ownership of its properties and the conduct of its operations.
- (f) To the best of Assignee's knowledge and belief, Assignee has taken all partnership or corporate and other action necessary to authorize the execution and delivery of this Assignment Agreement, and this Assignment Agreement is a valid and binding obligation of Assignee, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other law and equity principles applied for the relief of debtors heretofore or hereafter enacted, to the extent that the same may be constitutionally applied. To the best of Assignee's knowledge and belief, neither the execution and delivery of this Assignment Agreement nor the consummation of the transactions contemplated hereby will constitute a violation or breach of any provision of any Grant Agreement or other instrument to which Assignee is a party or by which the property of Assignee is bound, or any constitutional provision, statute or ordinance, or any order, writ, injunction, decree, rule or regulation of any court or regulatory agency. No consent, order, authorization or other approval of any governmental body or agency is required in order for Assignee to execute, deliver and perform its obligations under this Assignment Agreement.

5. Representations and Warranties of Assignor. In order to induce Grantor to consent to the assignment provided for herein, Assignor hereby represents to Grantor that the representations and warranties of Assignor in the Grant Agreement are true and correct in all material respects as of the date hereof.

6. Survival of Representation and Warranties. All representations and warranties made in this Assignment Agreement and in any document, certificate or statement delivered by Assignee in connection herewith shall survive the execution and delivery of this Assignment Agreement.

7. Successors and Assigns. This Assignment Agreement shall be binding upon Assignee and its successors and assigns and shall inure to the benefit of Grantor and its successors and assigns; ***provided, however that Assignee shall not have the right to assign any of its obligations or rights hereunder, except as expressly provided herein, without the prior written consent of Grantor.***

8. Governing Law. This Assignment Agreement shall be governed by, construed and interpreted in accordance with, the laws of the State of Washington.

9. Use of Grant. Assignor and Assignee acknowledge and agree, and represent to the Washington State Department of Commerce that the grant provided for in the Grant Agreement shall be utilized as follows:

Reference to Attachment A	Description of Project Element	Total capital cost (includes design and CM)	Airway Heights %	Airway Heights Amount	Allocation of Grant
Task 1	3.6 MG SIA Storage Tank	\$17,900,000	45%	\$8,055,000	\$8,055,000
Task 2	SIA Under Freeway Transmission Main	\$4,272,442	25%	\$1,068,110	\$1,068,110
Task 3	2nd Thorpe Rd Water Tank (3.5 MG)	\$6,905,323	25%	\$1,726,330	\$1,591,890
Task 4	Spotted Road Booster Station	\$7,700,000	55%	\$4,235,000	\$4,235,000
	TOTAL	\$36,777,765		\$15,084,440	\$14,950,000



Agenda Sheet for City Council:

Committee: PIES **Date:** 08/19/2024

Committee Agenda type: Consent

Date Rec'd 8/8/2024

Clerk's File # OPR 2023-0849

Cross Ref # OPR 2019-0534

Project #

Council Meeting Date: 09/09/2024

Submitting Dept	PUBLIC WORKS	Bid #	
------------------------	--------------	--------------	--

Contact Name/Phone	MARLENE FEIST 625-6505	Requisition #	
---------------------------	------------------------	----------------------	--

Contact E-Mail	MFEIST@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	BWILKERSON KKLITZKE		
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Agenda Item Name	5200 - AMENDMENT OF INTERLOCAL FOR SCHOOL BASED HEALTH		
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Agenda Wording

Amendment No. 1 and Extension to the Interlocal Agreement (ILA) between the City and Spokane School District #81 to support the creation of an additional health clinic.

Summary (Background)

This amendment to the ILA would support the creation of an additional health clinic with up to \$200,000 from the City with an equal match from SPS. As with the original agreement, this funding would be for the capital costs. The additional health center will be located at either Lewis & Clark High School or Ferris High School - to be determined by SPS. The amendment also extends the expiration date of the agreement.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 200,000.00

Current Year Cost \$ N/A

Subsequent Year(s) Cost \$ N/A

Narrative

Amount

Budget Account

Expense	\$ 200,000.00	# 1425-88155-57215-54201-97345
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

FEIST, MARLENE

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

SZAMBELAN, TIMOTHY

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

SPS Email: Michael Pflieger -

jrhall@spokanecity.org

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

Mfeist@spokanecity.org

eshoedel@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	August 19, 2024
Submitting Department	Public Works
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org ; (509) 625-6505
Council Sponsor(s)	Wilkerson, Bingle, Klitzke, Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	School Based Health Investment Agreement Amendment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The City Council previously allocated ARPA funding for School-based health initiatives. As part of that funding, the Council determined that it would like to support the creation of school health centers at two high schools. Council and the Spokane Public Schools (SPS) Board approved an interlocal agreement (ILA) to support capital construction of facilities at North Central and Shadle high schools. That work has been completed.</p> <p>This amendment to the ILA would support the creation of an additional health clinic with up to \$200,000 from the City with an equal match from SPS. As with the original agreement, this funding would be for the capital costs. The additional health center will be located at either Lewis & Clark High School or Ferris High School – to be determined by SPS. The amendment also extends the expiration date of the agreement.</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 type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>up to \$200,000</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>This funding is from ARPA dollars as allocated by the City Council.</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? <p>This ILA supports health services to students in our community. SPS has identified locations that need these services most.</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
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
N/A This is for capital expense only. SPS would track their student use.
- 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 Council's allocation of ARPA funding.

Council Subcommittee Review

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

N/A



City of Spokane
AMENDMENT #1 & EXTENSION
INTERLOCAL AGREEMENT BETWEEN THE CITY OF
SPOKANE AND SPOKANE SCHOOL DISTRICT NO. 81
FOR CAPITAL COSTS FOR SCHOOLS-BASED HEALTH
CENTERS

THIS INTERLOCAL AGREEMENT AMENDMENT #1 / EXTENSION is between the **City of Spokane**, a Washington State municipal corporation, as ("**City**"), and **Spokane School District No. 81**, a Washington State municipal corporation, as ("**SPS**"), whose address for this transaction is 2815 East Garland Avenue, Spokane, Washington 99207, hereinafter referred to jointly as the "**Parties**".

WHEREAS, the Parties have entered into an Interlocal Cooperation Agreement (OPR 2019-0534) between Spokane Public Schools, City of Spokane, Spokane Public Library, and Spokane Parks and Recreation involving agreements relating to certain real property, joint use of facilities, and allocation of responsibility for operating costs ("Joint ILA"); and

WHEREAS, the Joint ILA provides for collaboration to make the most efficient use of powers and resources between the Parties to provide services and public facilities that accord with the geographic, economic, population, and other factors influencing the needs and development of the communities served by the Parties; and

WHEREAS, the Parties entered into an Interlocal Agreement Between the City of Spokane and Spokane Public Schools on September 7, 2023 to collaborate and partner to create space for School-Based Health Centers in two (2) high schools; and

WHEREAS, the Parties agree to amend the Interlocal Agreement to reflect an additional high school added to the School-Based Health Centers, bringing the total to three (3) high schools; amend the original Interlocal Agreement to reflect the additional terms and extend the term of the original agreement; and

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

1. CONTRACT DOCUMENTS.

The Interlocal Agreement, dated February 19, 2014, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE / EXTENSION.

This Interlocal Agreement Amendment / Extension shall become effective on September 1, 2023, and shall end October 31, 2026.

3. AMENDMENT.

Section 2A of the Agreement is hereby amended to read as follows:

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 08/19/2024**Committee Agenda type:** Consent**Date Rec'd**

8/6/2024

Clerk's File #

OPR 2024-0742

Cross Ref #**Project #**

2018102

Council Meeting Date: 09/09/2024**Submitting Dept**

INTEGRATED CAPITAL

Bid #**Contact Name/Phone**

MARK PAPICH 625-6310

Requisition #**Contact E-Mail**

MPAPICH@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON KKLITZKE

Agenda Item Name

4250 - ILA WITH S3R3 - GRANT REIMBURSEMENT FOR SPOTTED ROAD

Agenda Wording

Interlocal Agreement (ILA)- Spokane County has awarded S3R3 Solutions (West Plains Airport Area Public Development Authority) up to \$1,000,000 in American Rescue Plan (ARP) grant funds for reimbursement to the City for Spotted Booster Station.

Summary (Background)

This Interlocal Agreement (ILA) establishes the terms and conditions of reimbursement for the construction costs during the project from S3R3 to the City of Spokane.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ (\$1,000,000)

Current Year Cost \$ (\$1,000,000)

Subsequent Year(s) Cost \$ N/A

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

Revenue \$ (\$1,000,000)

4250-98863-99999-38300-15799

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	DAVIS, MARCIA
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	SZAMBELAN, TIMOTHY
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Chris Pengra chris@s3r3solutions.com	eraea@spokanecity.org
jrhall@spokanecity.org	taxes@spokanecity.org
icmaccounting@spokanecity.org	mpapich@spokanecity.org
mdavis@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	8/19/2024
Submitting Department	ICM
Contact Name	Mark Papich
Contact Email & Phone	mpapich@spokanecity.org , 509-625-6310
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	ILA Between COS and S3R3 for ARP Grant Reimbursement for the Spotted Road Booster Station
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Spokane County has awarded S3R3 Solutions up to \$1,000,000 in ARP grant funds for reimbursement to the City of Spokane for the design and construction of the Spotted Road Booster Station at Spotted and Westbow.</p> <p>This ILA establishes the terms and conditions of reimbursement for the construction costs during the project from S3R3 to the City of Spokane.</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: Click or tap here to enter text.</p> <p> Current year cost: \$1,000,000</p> <p> Subsequent year(s) cost: N/A</p> <p>Narrative: <u>No match requirement.</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.) N/A</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? <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.</p> <ul style="list-style-type: none"> How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <p>N/A</p>	

- 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.

N/A

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE
AND WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY**

(Regarding West Plains Water Booster Pump Station at Spotted Road)

THIS INTERLOCAL AGREEMENT (this "Agreement") is entered into this ____ day of _____, 2024 (the Effective Date”), by and between the CITY OF SPOKANE, a Washington State municipal corporation, as (the "City"), and West Plains Airport Area Public Development Authority, (d/b/a S3R3 SOLUTIONS) (as “S3R3”), a municipal corporation created pursuant to RCW 35.21.730 - .755, (as "S3R3"), who are hereinafter referred to jointly as the "Parties".

RECITALS

WHEREAS, on or about May 31st, 2023, and pursuant to Request for Proposal P5001 and Resolution 2022-0813, Spokane County and S3R3 entered into AGREEMENT NO. 22ARP1182 BETWEEN SPOKANE COUNTY AND WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY (DBA S3R3 SOLUTIONS) IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CONROAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD, which provided for the reimbursement of certain funds used for the construction of certain public improvements, including, but not limited to, certain sewer and water system improvements (the “Reimbursement Agreement”); and

WHEREAS, up to One Million Dollars (\$1,000,000) of the aforementioned allocation is to be used for the construction of a West Plains Booster Pump Station located at Spotted Road (the “Project”); and

WHEREAS, S3R3 requested that the City include the Project in the City's effort to increase overall resiliency and redundancy in the water system to encourage business development within the PDA boundary; and

WHEREAS, the City agreed to conduct the design work and construct the Project;

and

WHEREAS, construction of the Project will be performed by a contractor for the City chosen through the public procurement process; and

WHEREAS, S3R3 is a quasi-municipal corporation created pursuant to RCW 35.21.730 - .755 and has the statutory authority to engage in economic development activities within the geographic boundaries of the PDA; and

WHEREAS, the City is a first-class charter city duly organized and existing under and by virtue of the laws of the state; and

WHEREAS, the City, by virtue of RCW 35.21.703, has the power and authority to undertake economic development activities; and

WHEREAS, pursuant to RCW 39.34 both the City and S3R3 have the authority to enter into interlocal agreements for the purposes contemplated hereunder.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. **BACKGROUND/SCOPE.** This Agreement provides for the reimbursement to the City for costs associated with the construction of the West Plains Booster Pump Station at Spotted Road (the "Project"). S3R3 has received an allocation of up to \$1,000,000 from Spokane County to be used towards the Project funding. Construction will be awarded to a contractor procured by the City pursuant to the City's public procurement policies.
2. **REIMBURSEMENT.** S3R3 will reimburse the City up to One Million Dollars (\$1,000,000) for costs of the project as follows:
 - A. Reimbursement will be based on a written invoice with supporting documentation. Within thirty (30) days of receiving the invoice, the S3R3 agrees to forward payment to City.
 - B. The City understands and agrees that S3R3's obligation to provide payment under this Agreement is conditioned upon S3R3's receipt of said funds from Spokane County pursuant to the terms and conditions of the Reimbursement Agreement, which is attached hereto as Exhibit A and incorporated herein by this reference. The City agrees to cooperate fully with S3R3 in providing information for reimbursement as required by Spokane County under the terms and conditions of the Reimbursement Agreement.
 - C. To be reimbursed under the terms of this Agreement and the Reimbursement Agreement, all funds must be committed by December 31, 2024 and expended by December 31, 2026.
3. **TERM.** This agreement will commence upon the Effective Date and will terminate on December 31, 2026, or completion of the terms of this Agreement, whichever is sooner. This Agreement may be terminated only by mutual written agreement of the Parties.
4. **INDEMNIFICATION.** City shall defend, indemnify, and hold S3R3, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits arising out of or resulting from the acts, errors or omissions of the City in performance of this Agreement, except for injuries and damages caused by the sole negligence of S3R3. The City understands and agrees that the duty to defend arises immediately upon the presentation of claim by a third party, and is not otherwise triggered by a finding of fault or liability by an arbitrator of fact. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the City and S3R3, its officers, officials,

employees, and volunteers, the City's liability, including the duty and cost to defend, hereunder shall be only to the extent of the City's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

S3R3 shall defend, indemnify, and hold the City its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits arising out of or resulting from the acts, errors or omissions of the S3R3 in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. S3R3 understands and agrees that the duty to defend arises immediately upon the presentation of a claim by a third party, and is not otherwise triggered by a finding of fault or liability by an arbitrator of fact. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the City and S3R3, its officers, officials, employees, and volunteers, S3R3's liability, including the duty and cost to defend, hereunder shall be only to the extent of S3R3's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes S3R3's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Per paragraph 22.3 of Reimbursement Agreement , the County is not liable for claims or damages arising from the City's performance of this Agreement.

5. ACCEPTANCE OF PROJECT. City will ensure the Project is properly inspected and conforms with all applicable state and local rules and regulations, to include without limitation inspection of booster pump station improvements prior to approval of acceptance of the Project by City.
6. DISPUTE RESOLUTION. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the Parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each Party shall split the expenses of the mediator and the facility for the mediation. Each Party shall otherwise pay its own expenses.
7. ASSIGNMENT. Neither Party may assign this Agreement without written consent by the other Party.
8. AMENDMENT. Amendment of this Agreement may be made only by written agreement of the Parties.
9. SEVERABILITY. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.

10. WAIVER OF BREACH/DEFAULT. No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.
11. INSURANCE. City certifies that it is self-funded for its liability exposures including General Liability. City also carries excess General Liability Insurance to \$10 million. The combined assets of City's Risk are in excess of \$10 million which represents the financial security appropriate to provide payment for liability under City's self-insured layer. Should a covered loss occur, City's self-funded insurance program would respond accordingly.
12. NOTICES. All notices or other communications given hereunder shall be deemed given on (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the Parties at the address set forth below, or at such other address as the Parties shall from time to time designate by notice in writing to the other party.

City:

City of Spokane
Mark Papich
Integrated Capital Management Department
808 W. Spokane Falls Blvd, Fl 2
Spokane, WA 99202

With a copy to:

City Attorney's Office
808 W. Spokane Falls Blvd, Fl 5
Spokane, WA 99202

S3R3:

S3R3 Solutions
Chris Pengra
7106 W. Will D Alton Lane, Ste 103A
Spokane, WA 99224

13. RCW 39.34 REQUIRED CLAUSES.
 - A. Purpose: See Recitals and Section No. 1 above.
 - B. Duration: See Section 3 above.
 - C. Organization of Separate Entity and Its Powers: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
 - D. Responsibilities of the Parties: See provisions above.

- E. Agreement to be Filed: City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source.
- F. Financing: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: This Agreement can be terminated in accordance Section 4.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date first written above.

S3R3

Chris Pengra, Executive Director

CITY OF SPOKANE

MAYOR

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Exhibit A

AGREEMENT NO. 22ARP1182 BETWEEN SPOKANE COUNTY AND WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY DBA S3R3 SOLUTIONS IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD

1. Contracted Firm West Plains Airport Area Public Development Authority dba S3R3 Solutions 7106 w. Will D Alton Lane, Suite 103A Spokane, WA 99224	2. Award Amount (up to) \$2,000,000.00	3. Tax ID# 82-3785632
4. Contracted Firm Representative Gerry Gemmill, Acting Executive Director West Plains Airport Area Public Development Authority dba S3R3 Solutions 7106 w. Will D Alton Lane, Suite 103A Spokane, WA 99224 (509) 455-9077 gerry@s3r3solutions.com	5. Spokane County Program / Contract Manager Heather Arnold, Grants Administrator Spokane County 1116 West Broadway. Spokane, WA 99260 509-477-7272 harnold@spokanecounty.org	
6. UEI # DM6PES4HA2K8	7. Start Date 11/1/2022	8. End Date 12/31/2026
9. CFDA # 21.027 – Coronavirus State and Local Fiscal Recovery Funds	10. Federal Agency: U.S. Department of Treasury	
11. Contract Number and Purchasing No 22ARP1182 and P5181		
12. Contract Purpose & Description: The American Rescue Plan (ARP) /Coronavirus State and Local Fiscal Recovery Funds (SLFRF) requires that the payments from the Coronavirus State and Local Fiscal Recovery Funds be used to cover expenses: (1) that respond to the COVID-19 public health emergency or its' negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (2) that respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (3) for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent fiscal year prior to the emergency; and (4) that make necessary investments in water, sewer, or broadband infrastructure.		
13. IN WITNESS WHEREOF SPOKANE COUNTY and the WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY DBA S3R3 SOLUTIONS acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Statement of Work (Exhibit A); Budget (Exhibit B); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.		
FOR THE CONTRACTED FIRM: <u>Breean L. Beggs</u> <small>Breean L. Beggs (May 30, 2023 09:15 PDT)</small> _____ Signature Date Breean L. Beggs _____ Name Chair _____ Title	FOR SPOKANE COUNTY: <u>Mary E. Kuney</u> 5/31/2023 _____ Signature Date MARY E. KUNEY _____ Name CHAIR, BOARD of COUNTY COMMISSIONERS _____ Title	

(FACE SHEET)

WHEREAS, pursuant to the provisions of the Revised Code of Washington (RCW) §36.32.120(6), the Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, this AGREEMENT is made pursuant to Request for Proposal (RFP) P5001 and Resolution 2022-0812 dated December 6, 2022, as of January 1, 2023 by and between SPOKANE COUNTY, a political subdivision of the State of Washington hereinafter known as the "COUNTY" having offices for the transaction of business as listed above and the WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY hereinafter known as "S3R3," having offices for the transaction of business as listed above, are jointly, hereinafter referred to as the Parties; and

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth herein, the parties mutually agree as follows:

1. SERVICES

- 1.1. S3R3 shall provide those services set forth in the Scope of Work attached hereto as Attachment A and is incorporated herein by reference. Services provided by S3R3 shall be performed to the standard set by the County Representative, listed on the contract.

2. FINANCIAL REQUIREMENTS

- 2.1. S3R3 agrees to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement, and the federal regulations and any executive orders commonly applicable to federal grants.

3. TERM

- 3.1. The term of this Agreement shall commence as of the start date on the Face Sheet and shall terminate on the end date on the Face Sheet.

4. RELATIONSHIP OF THE PARTIES

- 4.1. The Parties intend that an independent contracted S3R3 relationship will be created by this Agreement. S3R3 and/or employees, agents or any subrecipient to this contracted S3R3 performing under this Agreement are not employees or agents of the COUNTY in any manner whatsoever. S3R3 will not be presented as, nor claim to be, an officer or employee of the COUNTY by reason of this Agreement nor will S3R3 make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY by reason of this Agreement, including but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

5. COMPLIANCE WITH LAWS

- 5.1. S3R3 and the COUNTY agree that all activity pursuant to this Agreement will be in accordance with all applicable current federal, state and local laws, rules and regulations. As a recipient of federal financial assistance under this Agreement, S3R3 shall comply with all applicable state and federal statutes, regulations, executive orders and guidelines, including but not limited to the following:
 - 5.1.1. S3R3 must comply with the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 42 U.S.C. 12101 et seq. and its implementing regulations also referred to as the ADA 28 CFR Part 35. The ADA provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.
 - 5.1.2. S3R3 shall solely comply with any and all applicable federal, state and local laws, regulations, executive orders, OMB Circulars and/or policies and the COUNTY will not be responsible for determining S3R3's compliance. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Person (RCW 70.92), and safety and health regulations.
- 5.2. S3R3 shall comply with all applicable federal/state non-discrimination laws, regulations and policies and the COUNTY will not be responsible for determining S3R3's compliance. No person shall on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded in whole or in part, under this Agreement.
- 5.3. In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by S3R3, the COUNTY may rescind, cancel or terminate the Agreement in whole or in part in its sole discretion. S3R3 is responsible for all costs or liability arising from its failure to comply with application laws, regulations, executive orders, OMB Circulars or policies.

6. EQUAL OPPORTUNITY TREATMENT FOR FAITH-BASED ORGANIZATIONS

- 6.1. S3R3 agrees to comply with the applicable requirements of 28 CFR Part 38.

7. NEW CIVIL RIGHTS PROVISION

- 7.1. S3R3 shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Agreement and the COUNTY will not be responsible for determining S3R3's compliance.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

- 8.1. S3R3 must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services and the COUNTY will not be responsible for determining S3R3's compliance. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. Department of Homeland Security (DHS) published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

9. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

- 9.1. S3R3 will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If S3R3 is not required to formulate an EEOP, it will submit a certification to the Office of Civil Rights (OCR) and the COUNTY indicating that it is not required to develop an EEOP and the COUNTY will not be responsible for determining S3R3's compliance.
- 9.2. If S3R3 is required to develop an EEOP but not required to submit the EEOP to the OCR, S3R3 will certify in writing to the COUNTY that it has an EEOP on file which meets the applicable requirements. If S3R3 is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and the COUNTY. Non-profit organizations, federally recognized Indian

Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification will also be submitted to the COUNTY. Information about civil rights obligations of grantees can be found at <http://www.opj.usdoj.gov/program/civil-rights/overview>.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

- 10.1. S3R3, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - 10.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 10.1.2. Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private Agreement or 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;
 - 10.1.3. 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 (A)(2) of this section; and
 - 10.1.4. Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, state, or local) terminated for cause of default.
- 10.2. Where S3R3 is unable to certify to any of the statements in this Agreement, S3R3 shall attach an explanation to this Agreement.
- 10.3. S3R3 agrees by signing this Agreement 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, unless authorized by the COUNTY.
- 10.4. S3R3 further agrees by signing this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- 10.4.1. The lower tier grantee certifies, by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment,

declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

10.4.2. Where the lower tier grantee is unable to certify to any of the statements in this Agreement, such grantee shall attach an explanation to this Agreement.

10.5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

11. **COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES**

11.1. The COUNTY shall reimburse S3R3 an amount up to and not exceeding Two Million Dollars (\$2,000,000.00). This reimbursement amount is based upon the budget line items set forth in Exhibit B, attached hereto and incorporated herein by reference. There will be no initial payment.

11.2. The COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. S3R3 shall not invoice the COUNTY in advance of delivery and invoicing of such goods or services.

11.3. S3R3 will submit monthly reimbursement requests to the COUNTY by detailing the expenditures for which reimbursement is sought. Payment for the expenditures will only occur if the request is submitted with the appropriate supporting documentation, including, but not limited to timesheets and time/effort certifications. Requests for reimbursement shall be uploaded directed to COUNTY ARP portal.

11.4. In conjunction with each reimbursement request, S3R3 shall certify that services performed under this Agreement do not duplicate any services charged against any other grant, subgrant, or other funding source.

11.5. Unless otherwise set forth in the bid, quote, submittal, and accepted by the COUNTY in the Agreement, payment shall be timely if made by the COUNTY no later than thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by S3R3.

11.6. The pricing submitted by S3R3 and accepted by the COUNTY is inclusive of applicable payment terms, as well as, any and all fees incurred by S3R3 in accepting payment. No additional fees or charges shall apply, unless otherwise preapproved by the COUNTY.

11.7. Contract pricing (fees, commissions, mark-ups, etc.) will remain firm for the duration of this Agreement.

12. **RECOVERY OF FUNDS**

12.1. Whenever, under the Agreement, any sum of money shall be recoverable from or payable by S3R3 to the COUNTY the same amount may be deducted from any sum due to S3R3 under the Agreement or under any other contract between S3R3

and the COUNTY including reasonable attorney fees and or any other collection costs. The rights of the COUNTY are in addition and without prejudice to and do not waive, alter or affect any other right the COUNTY may have to claim the amount of any loss or damage suffered by the COUNTY on account of the acts or omissions of S3R3.

13. INDEPENDENT AUDIT REQUIREMENTS

- 13.1. S3R3 shall have an annual independent fiscal audit conducted of its financial statement and condition, regarding the performance of the Agreement, readily delineating ARP/SLFRF funds.
 - 13.1.1. S3R3 shall submit its audit report, including any "Management Letter" and/or all other correspondences referred to in the audit report, along with S3R3's response to the audit and a corrective action plan, if any, no later than six (6) months after the end of S3R3's fiscal year. S3R3 hereby consents to COUNTY's receipt and review of the independent auditor's working papers, upon request by the COUNTY.
 - 13.1.2. Failure to engage auditors and provide proof of such engagement shall be considered contractual non-performance and may result in corrective action and withholding of payment.
 - 13.1.3. If, under separate Agreement, S3R3 is required to provide a 2 CFR Part 200 annual audit, which, at a minimum, meets the requirements of this Agreement, then compliance with the other separate Agreement will also serve as compliance with the Agreement, provided that said audit is provided to the COUNTY.

14. SINGLE AUDIT ACT REQUIREMENTS

- 14.1. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. The term "non-federal entity," as defined in 2 CFR Part 200, means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.
- 14.2. If S3R3 is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. S3R3 has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work

using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

- 14.3. S3R3 shall maintain auditable records and accounts to facilitate the audit requirement and shall ensure that any sub-recipients to the contracted S3R3 also maintain auditable records. S3R3 is responsible for any audit exceptions incurred by its own organization or of its sub-recipients. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- 14.4. S3R3 must respond to the COUNTY's requests for information or corrective action concerning audit issues or findings within thirty (30) days of the date of request. The COUNTY reserves the right to recover from S3R3 all disallowed costs resulting from the audit.
- 14.5. Once the single audit has been completed and if it includes any audit findings, S3R3 must send a full copy of the audit and its corrective action plan to the COUNTY at the following addresses no later than nine (9) months after the end of S3R3's fiscal year(s):

**Heather Arnold, Grant Administrator
Spokane County
1116 W. Broadway Ave.
Spokane WA. 99260**

- 14.6. If S3R3 claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, S3R3 must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" to the COUNTY at the address listed above identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the S3R3's fiscal year(s).
- 14.7. The COUNTY retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.
- 14.8. S3R3 shall include the above audit requirements in any sub-contracts.
- 14.9. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, S3R3's failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; and, the suspension of federal awards until the audit is conducted.

15. VENUE STIPULATION

- 15.1. This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the state of Washington. Venue of any suit between the Parties arising out of this Agreement shall be the Superior Court

of Spokane County, Washington. S3R3, by execution of this Agreement, acknowledges the jurisdiction of the courts of the State of Washington.

16. SEVERABILITY

- 16.1. If any court of rightful jurisdiction holds any provision or condition of this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

17. AMENDMENTS AND MODIFICATIONS

- 17.1. S3R3 and/or the COUNTY may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the COUNTY and S3R3. No other understandings or agreements, written or oral, shall be binding on the Parties.
- 17.2. The COUNTY reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by S3R3 of the COUNTY's notification of a contemplated change, S3R3 shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect S3R3's ability to meet the completion dates or schedules of this Agreement.
- 17.3. If the COUNTY so instructs in writing, S3R3 shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.
- 17.4. If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment and S3R3 shall not commence work on any such change until such written amendment has been issued and signed by each of the Parties.

18. CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

- 18.1. As required by 44 CFR Part 18, S3R3 hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of S3R3 to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, S3R3 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, S3R3 will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

19. PERSONNEL

- 19.1. S3R3 represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- 19.2. All of the services required herein shall be performed by S3R3 or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, licensed or permitted under state and local law to perform such services.
- 19.3. Any changes or substitutions on S3R3's key personnel as may be listed herein must be made known to the COUNTY's Contract Manager prior to execution, and written approval granted by the COUNTY before said change or substitution can become effective.
- 19.4. S3R3 warrants that all services shall be performed by skilled and competent personnel who shall meet or exceed the professional standards in the field(s) of the work and that services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

20. TAXES, FEES, AND LICENSES

- 20.1. Unless otherwise provided in this Agreement, S3R3 shall be responsible for paying and maintaining the current status of all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for S3R3 required by statute or regulation that are applicable to the Agreement performance.

21. CONFLICT OF INTEREST

- 21.1. No officer or employee or governing body member of the COUNTY or S3R3 exercising any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

- 21.2. The COUNTY may, in its sole discretion, by written notice to S3R3 terminate this Agreement if it is found after due notice and examination by the COUNTY that there is a violation of the conflict-of-interest provisions contained within this Agreement.
- 21.3. In the event this Agreement is terminated as provided in this conflict-of-interest clause, the COUNTY shall be entitled to pursue the same remedies against S3R3 as it could pursue in the event of a breach of the Agreement by S3R3. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the COUNTY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

22. CONTRACTED FIRM SUB-RECIPIENT

- 22.1. The S3R3 shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to the subcontracts.
- 22.2. Every subcontract prepared by S3R3 regarding this Agreement shall bind the sub-recipient to follow all applicable terms of this Agreement. S3R3 shall be responsible to the COUNTY if the sub-recipient fails to comply with any applicable term or condition of this Agreement. S3R3 shall appropriately monitor the activities of the sub-recipient to ensure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of S3R3 to the COUNTY for any breach in the performance of S3R3's duties.
- 22.3. Every subcontract written related to this Agreement shall include a term that the COUNTY is not liable for claims or damages arising from a subcontractor's performance of the subcontract.

23. PROCUREMENT

- 23.1. S3R3 shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and all of S3R3's procurement policies and procedures.

24. EQUIPMENT, REAL PROPERTY, AND SUPPLY MANAGEMENT (IF APPLICABLE)

- 24.1. Equipment and Real Property Management. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose, unless stated otherwise by Treasury. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity, consistent with any guidance that Treasury may issue. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.
- 24.2. S3R3 and any non-federal entity to which S3R3 makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under

this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

- 24.2.1. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by S3R3, or a recognized non-federal entity to which S3R3 has made a subaward, for which a contract, subrecipient grant Agreement, or other means of legal transfer of ownership is in place;
- 24.2.2. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in S3R3's inventory system;
- 24.2.3. Inventory system records shall include:
 - 24.2.3.1. A description of the property;
 - 24.2.3.2. The manufacturer's serial number, model number, or other identification number;
 - 24.2.3.3. The funding source for the equipment, including the Federal Award Identification Number (FAIN);
 - 24.2.3.4. The Assistance Listings Number [formerly Catalog of Federal Domestic Assistance (CFDA) number];
 - 24.2.3.5. The identity of the entity who holds the title;
 - 24.2.3.6. The acquisition date;
 - 24.2.3.7. The cost of the equipment and the percentage of federal participation in the cost;
 - 24.2.3.8. The location, use, and condition of the equipment at the date the information was reported; and
 - 24.2.3.9. The disposition data including the date of disposal and sale price of the property.
- 24.2.4. S3R3 must take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two (2) years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by S3R3 to determine the cause of the difference. S3R3 shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- 24.2.5. S3R3 shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. Further, if applicable, S3R3 shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.

- 24.2.6. S3R3 must develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated and sent to the COUNTY.
- 24.2.7. S3R3 shall obtain and maintain all necessary certifications and licenses for the equipment.
- 24.2.8. If S3R3 is authorized or required to sell the property, proper sales procedures shall be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Agreement end date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, S3R3 shall comply with the following procedures:
 - 24.2.8.1. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, S3R3 shall retain the supplies for use on other activities or sell them, but shall, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - 24.2.8.2. For Equipment:
 - 24.2.8.2.1. Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency; or
 - 24.2.8.2.2. Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. S3R3 shall compensate the federal-sponsoring agency in accordance with the requirements of 2 CFR 200.313 (e)(2).
- 24.2.9. Records for equipment shall be retained by S3R3 for a period of six (6) years from the date of disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by S3R3 until all litigation, claims, or audit findings involving the records have been resolved.
- 24.3. Unless expressly provided otherwise, all equipment shall meet all mandatory regulatory and/or federal adopted standards to be eligible for purchase using Federal award funds.
- 24.4. As a subrecipient of federal funds, S3R3 shall pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which S3R3 makes a subaward of federal award funds under this Agreement.

25. DISPUTE RESOLUTION

- 25.1. Except as otherwise provided in this Agreement, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. For the purpose of this Agreement, disputes shall not include the following: 1) failure to fulfill in a timely and proper manner the obligations contain within this Agreement, 2) financial insolvency or in a financial condition so as to endanger the performance contained within the Agreement or 3) violation of any laws or regulations that renders S3R3 unable to perform any aspect of the Agreement. A request for a dispute resolution panel shall be in writing, shall state the disputed issue(s), shall state the relative positions of the Parties and shall be sent to all Parties. The panel shall consist of a representative appointed by the COUNTY, a representative by S3R3 and a third party mutually agreed upon by both Parties, who shall be a member in good standing of the Washington State Bar Association with a minimum of ten (10) years' relevant experience. In the event that the Parties are unable to reach agreement on the third panel member the dispute over such member the appointment issue shall be submitted to the Spokane County Superior whom shall have the authority to appoint any person as the third panel member with relevant experience and licensure as set forth above. The panel shall by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its own attorney fees and costs and share equally the cost of the third panel member. The decision of the Panel shall be final and binding upon the Parties. The Panel shall be governed by the duly promulgated rules and regulations of the American Arbitration Association or its successor, and RCW 7.04A. The situs of any proceeding before the panel shall occur in Spokane County, Washington. The decision of the panel may be entered as a judgment in any court of the State of Washington or elsewhere.

26. INDEMNIFICATION

- 26.1. The COUNTY shall protect, defend, indemnify, and hold harmless S3R3 while acting within the scope of this Agreement as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless S3R3 if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of S3R3. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 26.2. S3R3 agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). S3R3 will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of COUNTY. Where such claims, suits, or actions result from the concurrent negligence

of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

26.3. The COUNTY and S3R3 agree that the obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY employees or agents or S3R3 while performing work authorized under this Agreement. For this purpose, the COUNTY and S3R3, by mutual negotiation, hereby waive any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

26.4. These indemnifications and waiver shall survive the termination of this Agreement.

27. SUCCESSIONS AND ASSIGNS

27.1. The COUNTY and S3R3 each bind itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor S3R3 shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other.

27.2. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and S3R3.

28. EXECUTION AND APPROVAL

28.1. The signatories to this AGREEMENT represent that they have the authority to bind their respective organizations to this Agreement. Only the Parties' authorized representatives shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both Parties' authorized representatives. Further, only the Authorized Signature representatives or the designee of the Authorized Signature representative shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans and other requests, and certifications and documents authorized by or required under this Agreement.

29. LOSS OR REDUCTION OF FUNDING

29.1. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the COUNTY may unilaterally reduce the scope of work and budget or unilaterally terminate this Agreement in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to S3R3 as a "Termination for Cause" without providing S3R3 an opportunity to cure.

Alternatively, the Parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

30. NONASSIGNABILITY

- 30.1. Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by S3R3.

31. NOTICES

- 31.1. Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or S3R3 at the address set forth on the FACE SHEET of this Agreement for such Party, or at such other address as either Party shall from time-to-time designate by notice in writing to the other Party.

32. POLITICAL ACTIVITY

- 32.1. No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

33. RECORDS

- 33.1. S3R3 agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect S3R3's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- 33.2. S3R3's records relating to this Agreement and the projects funded may be inspected and audited by the COUNTY and/or its designee, by the Office of the State Auditor, or by other state or federal officials authorized by law, for the purposes of determining compliance by S3R3 with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- 33.3. The records shall be made available by S3R3 for such inspection, and audit together with suitable space for such purpose, at any and all times during S3R3's normal working day.
- 33.4. S3R3 shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by S3R3 until all litigation, claims, or audit findings involving the records have been resolved.

34. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- 34.1. Confidential Information" as used in this section includes:
- 34.1.1. All material provided to S3R3 by the COUNTY that is designated as "confidential" by the COUNTY;
 - 34.1.2. All material produced by S3R3 that is designated as "confidential" by the COUNTY; and
 - 34.1.3. All personal information in the possession of S3R3 that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, date of birth, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 34.2. S3R3 shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. S3R3 shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the COUNTY or as may be required by law. S3R3 shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, S3R3 shall provide the COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they apply to this Agreement whenever the COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. S3R3 shall make the changes within the time period specified by the COUNTY. Upon request, S3R3 shall immediately return to the COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately protected by S3R3 against unauthorized disclosure, and S3R3 shall ensure destruction of any and all retained copies of such CONFIDENTIAL materials after the period of retention of records required herein.
- 34.3. Unauthorized Use or Disclosure. S3R3 shall notify the COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

35. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

- 35.1. The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this Agreement or any other approval or concurrence under this Agreement. Provided, however, that reasonable fees for bona fide technical

consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

36. PUBLICITY

- 36.1. S3R3 agrees not to publish or use any advertising or publicity materials in which the COUNTY's name is mentioned, or language used from which the connection with the COUNTY's name may reasonably be inferred or implied, without the prior written consent of the COUNTY.

37. TERMINATION FOR CONVENIENCE

- 37.1. Notwithstanding any provisions of this Agreement, S3R3 may terminate this Agreement by providing written notice of such termination to the COUNTY's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.
- 37.2. Except as otherwise provided in this Agreement, the COUNTY, in its sole discretion and in the best interests of the COUNTY, may terminate this Agreement in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to S3R3. Upon notice of termination for convenience, the COUNTY reserves the right to suspend all or part of the Agreement, withhold further payments pending calculation of any amounts owed S3R3 pursuant to Section No. 38 below, or prohibit S3R3 from incurring additional obligations of funds. In the event of termination, S3R3 shall be liable for all damages as authorized by law. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

38. TERMINATION OR SUSPENSION FOR CAUSE

- 38.1. In the event the COUNTY, in its sole discretion, determines S3R3 has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that renders S3R3 unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the COUNTY has the right to immediately suspend or terminate this Agreement in whole or in part.
- 38.2. The COUNTY shall, except as otherwise provided herein, notify S3R3 in writing of the need to take corrective action and provide a period of time in which to cure. The COUNTY is not required to allow S3R3 an opportunity to cure if it is not feasible as determined solely within the COUNTY'S discretion. Any time allowed for cure shall not diminish or eliminate S3R3's liability for damages or otherwise affect any other remedies available to the COUNTY. If the COUNTY allows S3R3 an opportunity to cure, the COUNTY shall notify S3R3 in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the COUNTY, or if such corrective action is

deemed by the COUNTY to be insufficient, the Agreement may be terminated in whole or in part.

- 38.3. The COUNTY reserves the right to suspend all or part of the Agreement, withhold further payments, pending calculation of any amounts owed S3R3 pursuant to Section No. 39 below, or prohibit S3R3 from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by S3R3, if allowed, or pending a decision by the COUNTY to terminate the Agreement in whole or in part. In the event of termination for cause, S3R3 shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that S3R3: (1) was not in default or material breach, or (2) failure to perform was outside of S3R3's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience."

39. TERMINATION PROCEDURES

- 39.1. In addition to the procedures set forth below, if the COUNTY terminates this AGREEMENT, S3R3 shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the COUNTY may require S3R3 to deliver to the COUNTY any property specifically produced or acquired for the performance of such part of this Agreement.
- 39.2. If the termination is for convenience, the COUNTY shall pay to S3R3 an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the COUNTY prior to the effective date of Agreement termination, in the amount agreed upon by S3R3 and the COUNTY for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the COUNTY, (iii) other work, services and/or equipment or supplies and services which are accepted by the COUNTY, and (iv) necessary for the protection and preservation of property.
- 39.3. Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the COUNTY shall determine the extent of the liability of the COUNTY. The COUNTY shall have no other obligation to S3R3 for termination. The COUNTY may withhold from any amounts due to S3R3 such sum as the COUNTY determines to be necessary to protect the COUNTY against potential loss or liability. The rights and remedies of the COUNTY provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

- 39.4. After receipt of a notice of termination, and except as otherwise directed by the COUNTY in writing, S3R3 shall:
- 39.4.1. Stop work under the Agreement on the date, and to the extent specified, in the notice;
 - 39.4.2. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
 - 39.4.3. Assign to the COUNTY, in the manner, at the times, and to the extent directed by the COUNTY, all of the rights, title, and interest of S3R3 under the orders and sub-contracts so terminated, in which case the COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
 - 39.4.4. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the COUNTY to the extent the COUNTY may require, which approval or ratification shall be final for all the purposes of this clause;
 - 39.4.5. Complete performance of such part of the work not having been completed may be completed by the COUNTY, or its assigns, at COUNTY's discretion, in compliance with all contractual requirements. Further, COUNTY may, at its discretion, allow for S3R3 to complete any parts or portions of the Agreement not terminated by COUNTY to be completed by S3R3; and
 - 39.4.6. Take such action as may be necessary, or as the COUNTY may require, for the protection and preservation of the property related to this Agreement which is in the possession of S3R3 and in which the COUNTY has or may acquire an interest.

40. WAIVER

- 40.1. No conditions or provisions to this Agreement can be waived unless approved in advance in writing. Either PARTY's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

41. UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

- 41.1. S3R3 is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. S3R3 may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in the Washington Administrative Code (WAC) 326-30-041.

42. INSURANCE

- 42.1. S3R3 shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the Agreement. The following is a list of the required Agreement coverage requirements:
- 42.1.1. GENERAL LIABILITY INSURANCE: S3R3 shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation(s), personal injury and fire damage.
 - 42.1.2. AUTOMOBILE LIABILITY INSURANCE with a combined single limit, or the equivalent of not less than \$1,000,000.00 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
 - 42.1.3. ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must provide that SPOKANE COUNTY, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named as additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Spokane County, Its' Officers, Agents and Employees Are Named As An Additional Insured As Respects To AGREEMENT BETWEEN SPOKANE COUNTY AND WEST PLAINS AIRPORT AREA PUBLIC AUTHORITY DBA S3R3 SOLUTIONS, IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD".
 - 42.1.4. WORKERS COMPENSATION: If S3R3 has employees, it shall show proof of Worker's Compensation coverage effective in Washington State by providing its State Industrial Account Identification Number. Provision of this number will be S3R3's assurance that coverage is in effect.
 - 42.1.5. PROFESSIONAL LIABILITY INSURANCE: S3R3 shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.
- 42.2. Any exclusion to S3R3's insurance policies that may restrict coverage required in the Agreement's insurance requirements must be pre-approved by the Spokane County Risk Management Department. S3R3's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for S3R3 and either the additional insured policy language or a copy of any required endorsement(s) and returned to the Spokane County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on S3R3's general liability policy with respect to activities under the Agreement. The

policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

- 42.3. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by S3R3.
- 42.4. Failure of S3R3 to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the COUNTY's discretion.
- 42.5. Providing coverage in the above amounts shall not be construed to relieve S3R3 from liability in excess of such amounts.

43. MONITORING

- 43.1. The COUNTY will monitor the activities of S3R3 from the award date to closeout. The goal of the monitoring activities will be to ensure that S3R3, as an agency receiving federal pass-through funds, is in compliance with the federal grant award requirements as well as federal/state audit requirements. To document compliance with the 2 CFR Part 200 Subpart F requirements, S3R3 shall complete and return to the COUNTY the attached Audit Certification Form which is incorporated herein and made part of this Agreement. The Audit Certification Form must be signed each fiscal year thereafter until the completion of this Agreement.
- 43.2. Monitoring activities performed by the COUNTY may include, but are not limited to:
 - 43.2.1. Review of financial and performance reports; and
 - 43.2.2. Review of reimbursement requests and supporting documentation, including time sheets as well time and effort certifications to ensure compliance with federal rules and regulations.
- 43.3. S3R3 is required to pass on this monitoring language in all subcontract awards and to perform all monitoring activities regarding any sub-recipient.

44. NON-SOLICITATION AGREEMENT

- 44.1. Each Party understands that the other Party's individual employees are some of the most valuable assets within their organization, responsible for the creative forces behind each Party's advancements in technology and business development. Recognizing the value each Party places on its individual employees and each Party's interest in retaining its employees, it is agreed that during the term of this Agreement, neither Party shall, directly or indirectly, induce or try to induce any employee of the other Party to leave the employment of the other Party or that of any of its subsidiaries or affiliates to work for another person or company that does

or may be expected to compete with the non-soliciting Party or any of its subsidiaries or affiliates.

45. EXCUSABLE DELAYS

- 45.1. S3R3 shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond S3R3's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the COUNTY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

46. ANTI-KICKBACK

- 46.1. No officer or employee of the COUNTY, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted or be granted a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.
- 46.2. S3R3 warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for S3R3 to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or S3R3, other than a bona fide employee working solely for S3R3 any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

47. PRECEDENCE

- 47.1. Contract Documents: The Contract Documents consist of this Agreement and the other documents listed below and all modifications and modifications issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control and the order of precedence will be in the order listed. An enumeration of the contract documents is set forth below:

- 47.1.1. Modifications; and
- 47.1.2. This Agreement; and
- 47.1.3. The Request For Proposal P5181ARP; and
- 47.1.4. S3R3 Response to the Request for Proposal.

EXHIBIT A
STATEMENT OF WORK

On December 6, 2022, the Spokane Board of County Commissioners approved up to a \$2,000,000 award to the S3R3 allocation for the Infrastructure: Clean Water: Stormwater (5.6) eligible category from the ARP/SLFRF funding from RFP P5001ARP on October 7, 2022. The West Plains Airport Area Public Development Authority (dba S3R3 Solutions) (S3R3) responded to RFP P5001ARP and was selected by the scoring committee and then confirmed by the Spokane Board of County Commissioners as the successful bidder for its Stormwater. The funding allocated to the S3R3 will be used for eligible costs identified in section 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act (“ARP Act”).

On May 25, 2023, S3R3 submitted a request to shift their funds from the previously selected Stormwater Project to a Water Project which will fall under category Water and Sewer: Other (5.18). The Board of County Commissioners has approved this request.

Final Rule for Category Infrastructure Water and Sewer: Other 5.18 Eligible Uses

The Final Rule issued by the Treasury aligned eligible Water and Sewer Infrastructure projects with the eligibility requirements of the EPA’s Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF). These projects are presumed eligible, with the exception of projects for the rehabilitation of dams and reservoirs. CWSRF includes projects that, per the EPA website, “construct, improve, or repair wastewater treatment plants, control non-point sources of pollution, improve resiliency of infrastructure to severe weather events, create green infrastructure, and protect waterbodies from pollution.”

Quotes obtained from the [Department of the Treasury's Final Rule](#)

This work project requires confirmation of project completion before December 31, 2026.

The FIRM will only use the awarded Spokane County ARP funds to pay for the FIRM RFP Response Components as detailed in the Project Description and the Exhibit B Budget Detail:

S3R3 will only use the awarded Spokane County ARP funds to pay for the installation of a water booster station on the West Plains. This station will provide redundancy and increased capacity for development, which is the third critical component to expanding capacity to S3R3.

EXHIBIT B
BUDGET DETAIL

Item	Total
Water Storage Tank & Booster Line Construction	\$2,000,000.00
TOTAL	\$2,000,000.00

In order to be eligible for reimbursement all expenses must be submitted with supporting documentation. **Payroll Expenses must be accompanied by a Time and Effort Certification and a timesheet signed by the employee and supervisor.**

**EXHIBIT C
FFATA FORM**

Subrecipient Agency: West Plains Airport Public Development Authority dba S3R3 Solutions				
Grant and Year: ARP 2023		Agreement Number:		
Completed by:	<u>Karen Corkins</u> <i>Name</i>	<u>Project Manager</u> <i>Title</i>	<u>(509) 999-0466</u> <i>Telephone</i>	
Date Completed: May 30, 2023				
STEP 1				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
STEP 5				
Executive #1	Name:			
	Total Compensation amount: \$			
Executive #2	Name:			
	Total Compensation amount: \$			
Executive #3	Name:			
	Total Compensation amount: \$			
Executive #4	Name:			
	Total Compensation amount: \$			
Executive #5	Name:			
	Total Compensation amount: \$			
STEP 6				
If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature: Karen Corkins
Karen Corkins (R-10, SC, 2022-12-22 F07)

Date: May 30, 2023

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

EXHIBIT D
2 CFR Part 200 Subpart F Audit Certification Form
 Audits of States, Local Governments, Indian Tribes and Non-Profit Organizations

Contact Information

Subrecipient Name: **West Plains Airport Public Development Authority dba S3R3 Solutions**

Authorized Chief Financial Officer: Rick Romero, Interim Executive Director

Address: 7106 W. Will D Alton Dr. #103A, Spokane WA 99224

Email: rick@s3r3solutions.com

Phone #: (509) 607-6556

Purpose: As a pass-through entity of federal grant funds, SPOKANE COUNTY is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending \$750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by SPOKANE COUNTY because it is a non-federal entity that expends federal grant funds received from SPOKANE COUNTY as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity **is not** subject to these requirements, you must complete Section A of this form. If your entity **is** subject to these requirements, you must complete Section B of this form. When completed, you must sign, date and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F

Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):

- We did not expend \$750,000 or more of total federal awards during the fiscal year.
- We are a for-profit agency.
- We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that SPOKANE COUNTY may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the requirements of 2 CFR Part 200 Subpart F

(Complete the information below and check the appropriate box)

- We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were no findings related to federal awards from SPOKANE COUNTY. No follow-up action is required by SPOKANE COUNTY as the pass-through entity. **A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the SPOKANE COUNTY Office of Financial Assistance, is enclosed or is available online at:**
<http://www:> _____
- We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were findings related to federal awards. **A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the SPOKANE COUNTY Office of Financial Assistance, is enclosed or is available online at:**
<http://www:> _____
- Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] _____ for Fiscal Year ending [enter date] _____. We will forward a copy of the audit report to SPOKANE COUNTY Office of Financial Assistance at that time or provide the state auditor report number: _____

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from SPOKANE COUNTY until the grant agreement contract is closed.

Signature of Authorized Financial Official: Karen Corkins Date: May 30, 2023
KAREN CORKINS, MAY 20, 2023 10:22:15 PDT

Print Name & Title: Karen Corkins Project Manager

EXHIBIT E -

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: West Plains Airport Public Development Authority dba S3R3 Solutions	
Address: 7106 W. Will D Alton Dr. #103A, Spokane WA 99224	
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
UEI Number: DM6PES4HA2K8	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Rick Romero, Interim Executive Director	
Telephone Number: (509) 607-6556	E-Mail Address: rick@s3r3solutions.com

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, Rick Romero [responsible official], certify West Plains Airport PDA dba S3R3 Solutions [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.I further certify that West Plains Airport PDA dba S3R3 Solutions [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Karen Corkins	Project Manager	<u>Karen Corkins</u>	May 30, 2023
<i>Print or Type Name and Title</i>		<i>Signature</i>	<i>Date</i>

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

_____	_____	_____
<i>Print or Type Name and Title</i>	<i>Signature</i>	<i>Date</i>

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

_____	_____	_____
<i>Print or Type Name and Title</i>	<i>Signature</i>	<i>Date</i>

EXHIBIT F

DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION CERTIFICATION FORM

NAME West Plains Airport Public Development Authority		Doing business as (DBA) S3R3 Solutions	
ADDRESS 7106 W. Will D Alton Dr. #103A, Spokane WA 99224	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #: 82-3785632

This certification is submitted as part of a request to contract.

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction

The prospective lower tier participant certifies, by submission of this proposal or 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. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: Karen Corkins Karen Corkins (May 30, 2023 13:21 PDT) **Date:** May 30, 2023

Print Name and Title: Karen Corkins Project Manager


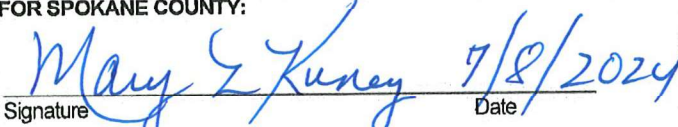
EXHIBIT G
REQUEST FOR PROPOSAL (RFP)

COPY ON FILE

EXHIBIT H
FIRM PROPOSAL

COPY ON FILE

AMENDMENT A TO THE AGREEMENT NO. 22ARP1182 BETWEEN SPOKANE COUNTY AND WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY DBA S3R3 SOLUTIONS IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD

1. Contracted Agency West Plains Airport Area Public Development Authority dba S3R3 Solutions 7106 w. Will D Alton Lane, Suite 103A Spokane, WA 99224	2. Award Amount (up to) \$2,000,000.00	3. Tax ID# 82-3785632
4. Contracted Agency Representative Chris Pengra, Executive Director West Plains Airport Area Public Development Authority dba S3R3 Solutions 7106 w. Will D Alton Lane, Suite 103A Spokane, WA 99224 (509) 381-4152 chris@s3r3solutions.com	5. Spokane County Program/Contract Manager Heather Arnold, Grants Administrator Spokane County 1116 West Broadway. Spokane, WA 99260 509-477-7272 hamold@spokanecounty.org	
6. UEI # DM6PES4HA2K8	7. Start Date 11/1/2022	8. End Date 12/30/2026
9. CFDA # 21.027 – Coronavirus State and Local Fiscal Recovery Funds	10. Federal Agency: U.S. Department of Treasury	
11. Contract Number and Purchasing No 22ARP1182 and P5181		
12. Contract Purpose & Description: The American Rescue Plan (ARP) /Coronavirus State and Local Fiscal Recovery Funds (SLFRF) requires that the payments from the Coronavirus State and Local Fiscal Recovery Funds be used to cover expenses: (1) that respond to the COVID-19 public health emergency or its' negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (2) that respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (3) for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent fiscal year prior to the emergency; and (4) that make necessary investments in water, sewer, or broadband infrastructure.		
13. IN WITNESS WHEREOF SPOKANE COUNTY and the WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY DBA S3R3 SOLUTIONS acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this AMENDMENT as of the date below. This Amendment Face Sheet; Statement of Work (Exhibit A); Budget (Exhibit B); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Amendment. No other understandings, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or to bind any of the parties hereto.		
FOR THE CONTRACTED AGENCY:  Signature _____ Date <u>6/27/24</u> <u>Christopher Pengra</u> Name _____ <u>Executive Director</u> Title _____	FOR SPOKANE COUNTY:  Signature _____ Date <u>7/8/2024</u> <u>MARY L. KUNEY</u> Name _____ <u>CHAIR, BOARD of County COMMISSIONERS</u> Title _____	

(FACE SHEET)

WHEREAS, pursuant to the provisions of the Revised Code of Washington (RCW) §36.32.120(6), the Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, an AGREEMENT was made on May 31st, 2023 pursuant to Request for Proposal (RFP) P5001 and Resolution 2022-0813 dated December 6, 2022, as of January 1, 2023 by and between SPOKANE COUNTY, a political subdivision of the State of Washington hereinafter known as the “COUNTY” having offices for the transaction of business as listed above and the WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY hereinafter known as “S3R3,” having offices for the transaction of business as listed above, are jointly, hereinafter referred to as the Parties; and

WHEREAS, Section No. 1 (Services/Amendment Purpose) of the Agreement set forth the purpose of the Agreement; Section No. 11 (Compensation/Reimbursement/Invoicing Procedures) of Agreement set forth the compensation awarded; and

WHEREAS, the COUNTY and S3R3 desire to amend the Agreement to modify the Scope of Work contained in Exhibit A; modify the budget detail contained in Exhibit B to properly reflect the actual expenses of the contract; making updates to Section 11.3. in the Compensation/Reimbursement/Invoicing Procedures Section; and to add a new Section 48 Reporting Requirements; and

NOW, THEREFORE, in consideration of the above recitals which are incorporated herein as well as the mutual promises and conditions set forth herein, the parties do mutually agree that the document executed by the PARTIES entitled “22ARP1182 BETWEEN SPOKANE COUNTY AND WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD shall be amended as to those sections listed below. All other sections previously agreed upon shall remain in full effect and force.

1. SERVICES/AMENDMENT PURPOSE

1.1. The purpose of this Amendment is to reduce to writing the Agreement made between the Parties and to modify the budget detail set forth in Exhibit B Budget Detail; The overall grant budget amount is not **increased**. The purpose of amending the grant budget is to provide S3R3 revised budget detail to complete the project and successfully submit eligible reimbursement requests as was set forth in previously entered Agreement Exhibit B Detailed Budget.

11. COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES

11.1. The COUNTY shall reimburse S3R3 an amount up to and not exceeding Two Million Dollars (\$2,000,000.00). This reimbursement amount is based upon the budget line items set forth in Exhibit B, attached hereto and incorporated herein by reference. There will be no initial payment.

- 11.2. The COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under this Amendment. S3R3 shall not invoice the COUNTY in advance of delivery and invoicing of such goods or services.
- 11.3. S3R3 will submit monthly reimbursement requests to the COUNTY by detailing the expenditures for which reimbursement is sought. Payment for the expenditures will only occur if the request is submitted with the appropriate supporting documentation, including, but not limited to timesheets and time/effort certifications. Requests for reimbursement shall be uploaded directed to COUNTY ARP portal.
- 11.3.1 All work under this Agreement must end on or before December 30, 2026.
- 11.3.2. Final reimbursement request billings must be submitted no later than **January 10, 2027**, for all allowable expenses under this Agreement.
- 11.3.3. Requests for reimbursement shall be emailed directed to:
- Heather Arnold, Grants Administrator**
Spokane County Office of Financial Assistance
harnold@spokanecounty.org and jhonl@spokanecounty.org
- 11.4. In conjunction with each reimbursement request, S3R3 shall certify that services performed under this Amendment do not duplicate any services charged against any other grant, subgrant, or other funding source.
- 11.5. Unless otherwise set forth in the bid, quote, submittal, and accepted by the COUNTY in the Amendment, payment shall be timely if made by the COUNTY no later than thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by S3R3.
- 11.6. The pricing submitted by S3R3 and accepted by the COUNTY is inclusive of applicable payment terms, as well as any and all fees incurred by S3R3 in accepting payment. No additional fees or charges shall apply, unless otherwise preapproved by the COUNTY.
- 11.7. Contract pricing (fees, commissions, mark-ups, etc.) will remain firm for the duration of this Agreement.

14. SINGLE AUDIT ACT REQUIREMENTS

- 14.1. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. The term “non-federal entity,” as defined in 2 CFR Part 200, means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.

- 14.2. If S3R3 is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. S3R3 has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.
- 14.3. S3R3 shall maintain auditable records and accounts to facilitate the audit requirement and shall ensure that any sub-recipients to the contracted S3R3 also maintain auditable records. S3R3 is responsible for any audit exceptions incurred by its own organization or of its sub-recipients. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- 14.4. S3R3 must respond to the COUNTY's requests for information or corrective action concerning audit issues or findings within thirty (30) days of the date of request. The COUNTY reserves the right to recover from S3R3 all disallowed costs resulting from the audit.
- 14.5. Once the single audit has been completed and if it includes any audit findings, S3R3 must send a full copy of the audit and its corrective action plan to the COUNTY at the following addresses no later than nine (9) months after the end of S3R3'S fiscal year(s):

Heather Arnold, Grant Administrator
Spokane County
1116 W. Broadway
Spokane, WA 99260

- 14.6. If S3R3 claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, S3R3 must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" to the COUNTY at the address listed above identifying the Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the S3R3'S fiscal year(s).
- 14.7. The COUNTY retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.
- 14.8. S3R3 shall include the above audit requirements in any sub-contracts.

- 14.9. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Amendment. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, S3R3'S failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; and, the suspension of federal awards until the audit is conducted.

48. REPORTING REQUIREMENTS

- 48.1. Within fifteen (15) days of the end of each quarter, S3R3 shall submit to SPOKANE COUNTY a progress report indicating the status of project activities, objectives and outcomes, and other reporting demographics required by the U.S. Treasury which are set forth in the most current Compliance and Reporting Guidance ([Reporting and Compliance | U.S. Department of the Treasury](#)) and are the basis for S3R3 reimbursement requests.
- 48.2. S3R3 shall submit to SPOKANE COUNTY a Closeout Report no later than fifteen (15) days after the Agreement end date.

EXHIBIT A

STATEMENT OF WORK

On December 6, 2022, the Spokane Board of County Commissioners approved up to a \$2,000,000 award to the S3R3 allocation for the Infrastructure: Clean Water: Stormwater (5.6) eligible category from the ARP/SLFRF funding from RFP P5001ARP on October 7, 2022. The West Plains Airport Area Public Development Authority (dba S3R3 Solutions) (S3R3) responded to RFP P5001ARP and was selected by the scoring committee and then confirmed by the Spokane Board of County Commissioners as the successful bidder for its Stormwater. The funding allocated to the S3R3 will be used for eligible costs identified in section 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act (“ARP Act”).

On March 26, 2024, S3R3 submitted a request to amend the proposed use of the allocated ARP/SLRF funding for Infrastructure: Water and Sewer, as provided in Exhibit B.

Final Rule for Category Infrastructure Water and Sewer: Other 5.18 Eligible Uses

The Final Rule issued by the Treasury aligned eligible Water and Sewer Infrastructure projects with the eligibility requirements of the EPA’s Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF). These projects are presumed eligible, with the exception of projects for the rehabilitation of dams and reservoirs. CWSRF includes projects that, per the EPA website, “construct, improve, or repair wastewater treatment plants, control non-point sources of pollution, improve resiliency of infrastructure to severe weather events, create green infrastructure, and protect waterbodies from pollution.”

Quotes obtained from the [Department of the Treasury's Final Rule](#)

This work project requires confirmation of project completion before December 31, 2026.

S3R3 will only use the awarded Spokane County ARP funds to pay for Sewer Capacity Improvements near Craig Road and Thorpe Avenue and West Plains Water Booster Pump Station at Spotted Road. The sewer capacity improvements and the water booster station will increase utility system capacity and improve system resilience and redundancy for development. These are critical components to support business development within the PDA’s boundary.

EXHIBIT B

BUDGET DETAIL

Item	Total
Sewer Capacity Imp. Craig Rd & West Plains Pump Station	\$2,000,000.00
TOTAL	\$2,000,000.00

In order to be eligible for reimbursement all expenses must be submitted with supporting documentation. **Payroll Expenses must be accompanied by a Time and Effort Certification and a timesheet signed by the employee and supervisor.**



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd 8/6/2024

Clerk's File # OPR 2024-0743

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept	FACILITIES MANAGEMENT	Bid #	IPWQ 6180-24
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Contact Name/Phone	DAVE STEELE 625-6064	Requisition #	CR 26576
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Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART BWILKERSON ZZAPPONE		
---------------------------	-------------------------------	--	--

Agenda Item Name	5900 FACILITIES WEST CENTRAL COMMUNITY CENTER WINDOW GLAZING		
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Agenda Wording

The Facilities Department in partnership with the CHHS Department and the West Central Community Center has selected a contractor (Shawn Cole construction Inc.) to complete the replacement of failed window glazing at the Community Center.

Summary (Background)

The Facilities Department in partnership with the CHHS Department and the West Central Community Center has selection Shawn Cole Construction Inc. to complete the replacement of failed window glazing at West Central Community Center. This work was identified in the Facility Assessment completed in early 2024, as an immediate need. The low bid before sales tax was \$73,301. We are requesting an administrative reserve of 10% for \$7,330.10 be approved also.

Lease? NO Grant related? YES Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 79,898.09
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Current Year Cost	\$ 79,898.09
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Subsequent Year(s) Cost	\$ 0
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Narrative

One time ARPA funding Base bid \$73,301 plus applicable sales tax of \$6,597.09 for a total of \$79,898.09. A 10% administrative reserve of \$7,330.10 is also requested but is not encumbered at this time.

Amount

Budget Account

Expense	\$ 79,898.09	# 1425-88153-18300-54802-97243
Expense	\$ 7,330.10	# 1425-88153-18300-54802-97243 Admin Reserve
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	TEAL, JEFFREY
<u>Division Director</u>	BOSTON, MATTHEW
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SZAMBELAN, TIMOTHY
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE
<u>PURCHASING</u>	PRINCE, THEA

Distribution List

shawn@shawncoleconstruction.com	klong@spokanecity.org
laga@spokanecity.org	kbustos@spokanecity.org
facilitiesdepartment@spokanecity.org	shenry@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Facilities Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	West Central Community Center – Window Replacement
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The Facilities Department in partnership with the CHHS Department & the West Central Community Center has selected a contractor (Shawn Cole Construction) to complete the replacement of failed window glazing at the Community Center. This work was identified in the Facility Assessment completed in early 2024 as an immediate need.</p> <p>The low bid before applicable sales tax was \$73,301. We are asking for a 10% administrative reserve in the amount of \$7,330.10 also be approved.</p>
Proposed Council Action	Contract approval
Fiscal Impact	
Total Expense:	\$ 80,631 plus Applicable Tax
Base bid:	\$ 73,301
Administrative Reserve (10%)	\$ 7,330
Total	\$ 80,631 plus Applicable Tax
Approved in current year budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Funding Source	<input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A
Specify funding source: ARPA <u>1425-88153-94000-56301-97243</u>	
Expense Occurrence	<input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> 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?	
NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

NA

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

NA

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

NA



City of Spokane

PUBLIC WORKS AGREEMENT

**Title: WEST CENTRAL COMMUNITY CENTER
MULTIPLE WINDOW GLAZING REPLACEMENTS**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **SHAWN COLE CONSTRUCTION, INC.**, whose address is 1512 West Cougar lane, Spokane, Washington 99224, as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the Contractor was selected from IPWQ 6180-24 issued by the City; and

Whereas the City is authorized to expend ARPA funds for this contract in accordance with Ordinance C36246, passed 8/1/2022 (section 1. (A)) and;

WHEREAS, the Contractor agrees to comply with the attached General Terms and Conditions.

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

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **West Central Community Center Multiple Window Glazing Replacements.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, IPWQ 6180-24, the Contractor’s Response to IPWQ 6180-24 which is attached as Exhibit B, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, subsurface boring logs (if any), and ARP/CSLFRF CFDA 21.027. In the event of a conflict between these documents, this Contract shall be used to determine prevailing contract document. These contract documents are on file in the Facilities Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall begin on September 16, 2024 and shall run through June 30, 2025. Project time of completion and working days in accordance with contract documents.

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

5. 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 Contractor for all work previously authorized and performed prior to the termination date.

6. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **SEVENTY-THREE THOUSAND THREE HUNDRED ONE AND NO/100 DOLLARS (\$73,301.00)**, plus applicable taxes, 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.

7. PAYMENT. The Contractor will send its applications for payment to the City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

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

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

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

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

10. 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.

11. 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 coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required 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; 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.

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

13. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

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

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

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

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

15. EXECUTIVE ORDER 11246.

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

- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

17. 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.

18. 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").

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

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. **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.

SHAWN COLE CONSTRUCTION, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:
Exhibit A - Certification Regarding Debarment
Exhibit B - Contractor's Response to IPWQ 6180-24
Attachment - ARP/CSLFRF CFDA 21.027
Attachment – General Terms and Conditions
24-146

Bid Response Summary

Bid Number IPWQ 6180-24
Bid Title West Central Community Center - Multiple window glazing Replacements - single floor (ARPA)
Due Date Tuesday, July 16, 2024 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Shawn Cole Construction, INC.
Submitted By shawn@shawncoleconstruction.com shawn@shawncoleconstruction.com - Tuesday, July 16, 2024 2:49:20 PM [(UTC-08:00) Pacific Time (US & Canada)]
 shawn@shawncoleconstruction.com

Comments

Question Responses

Group	Reference Number	Question	Response
PRE-BID MEETING - MANDATORY			
	1. MANDATORY Pre-Bid Meeting	A MANDATORY pre-bid meeting will be held on Tuesday, July 9th, 2024 at 9:00 am at the West Central Community Center, 1603 N Belt Street., Spokane WA 99205. Only those vendors who attend the Mandatory Pre-Bid Conference will be able to bid on this project.	I acknowledge and I understand
SECTION I. QUOTE PREPARATION AND EVALUATION			
	1. QUOTE PREPARATION	Quotes shall be prepared electronically through the City's ProcureWare site.	I acknowledge and agree
	2. SUBMISSION OF QUOTES	Quotes shall be submitted electronically through the City's ProcureWare site by 3:00 pm on Tuesday, July 16, 2024.	I acknowledge and agree
	3. CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Quote 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.	I acknowledge and agree

<p>4. QUALIFICATION</p>	<p>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.</p>	<p>I acknowledge and agree</p>
<p>5. AWARD OF CONTRACT</p>	<p>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.</p>	<p>I acknowledge and agree</p>
<p>6. PAYMENT</p>	<p>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.</p>	<p>I acknowledge and agree</p>
<p>7. REJECTION OF QUOTES</p>	<p>The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in the Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.</p>	<p>I acknowledge and agree</p>
<p>8. REGISTERED CONTRACTOR</p>	<p>The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal.</p>	<p>I acknowledge and agree</p>
<p></p>	<p></p>	<p></p>

9. PUBLIC WORK
REQUIREMENTS

The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.

I acknowledge and agree

10. 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.

I acknowledge and agree

<p>11. 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 http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.</p>	<p>I acknowledge and agree</p>
<p>MISCELLANEOUS DOCUMENTATION UPLOAD</p>	<p>Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.</p>	
<p>ARPA FUNDING</p>		
<p>**</p>	<p>This project is funded by funds received through the United States Department of Treasury under the American Rescue Plan (ARP/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) – Catalog of Federal Domestic Assistance (CFDA) number 21.027. Submitting a proposal indicates acceptance of all requirements listed within ARP/CSLFRF CFDA 21.027 Funds document.</p>	<p>YES</p>
<p>1. General Terms & Conditions</p>	<p>I have read, understand and agree with the general terms & conditions in the Documents section of this project.</p>	<p>Yes</p>
<p>2. ARP-CLERF Form</p>	<p>Print, sign and upload the ARP_CLERF Form in the Documents section of this project.</p>	<p>ATTACHMENT A- ARP-CLFRF CFDA 21.027 FUNDING (1).pdf</p>

3. ARPA Debarment Certification	I have read the ARPA Debarment Certification in the Documents tab and understand that If awarded this contract I will be required to sign this document.	Yes
SECTION II. GENERAL REQUIREMENTS		
1. SCOPE OF WORK	Contractor shall be responsible for all permits, permit submittals, tools labor, materials, equipment, transport, safety measures, proper handling and disposal / recycling of all debris to complete the removal of existing glazing and installation of new glazing to complete this work.	I acknowledge and agree
1. Scope of Work	-Contractor shall provide and install glazing for 10 openings totaling approximately 650 S.F. to match existing commercial office windows and	I understand and I agree
1. Scope of Work	-Contractor shall match all colors, tints, reflectivity, coatings, etc. to existing.	I understand and I agree
1. Scope of Work	-Contractor shall submit samples of glazing & materials for Facilities approval prior to installation of any materials.	I understand and I agree
1. SCOPE OF WORK	-Contractor shall be responsible for field verifying all dimensions	I understand and I agree
1. SCOPE OF WORK	-Contractor shall protect all existing interior and exterior finishes during all phases of this work.	I understand and I agree
1. SCOPE OF WORK	-Contractor shall be required to submit a detailed work plan prior to pre-construction walkthrough for review, revision, and approval by City Facilities.	I understand and I agree
a. EQUIPMENT DELIVERY TIMELINE	What is the delivery timeline for the equipment needed for this project?	4-16 weeks.

<p>2. COMPLETION TIME</p>	<p>All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed to substantially complete the specified work within six (6) months of the Notice to Proceed date.</p>	<p>I acknowledge and agree</p>
<p>3. 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 ZERO (\$0.0) dollars for each and every working until the work is satisfactorily completed. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.</p>	<p>I acknowledge and agree</p>
<p>4. INTENT OF SPECIFICATIONS</p>	<p>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.</p>	<p>I acknowledge and agree</p>
<p>6. 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 amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.</p>	<p>I acknowledge and agree</p>

<p>6. 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, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.</p>	<p>I acknowledge and agree</p>
<p>7. PERMITS</p>	<p>Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.</p>	<p>I acknowledge and agree</p>
<p>8. GUARANTY</p>	<p>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 all Work, which has been abused or neglected by the City.</p>	<p>I acknowledge and agree</p>
<p>9. 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>10. INSURANCE</p>	<p>During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):</p>	<p>I acknowledge and agree</p>
<p>10. INSURANCE</p>	<p>a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.</p>	<p>I acknowledge and agree</p>
<p>10. INSURANCE</p>	<p>b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 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 \$1,500,000.00 in order to meet the insurance coverages required under this Contract;</p>	<p>I acknowledge and agree</p>
<p></p>	<p></p>	

<p>10. INSURANCE</p>	<p>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 or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>	<p>I acknowledge and agree</p>
<p>10. INSURANCE</p>	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p>	<p>I acknowledge and agree</p>
<p>10. INSURANCE</p>	<p>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 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) upon request by the City. 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 thirty (30) 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.</p>	<p>I acknowledge and agree</p>

11. PERFORMANCE BONDS

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 \$150,000.00 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 39.08010.

I acknowledge and agree

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 RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries (L&I).

I acknowledge and I agree

<p>12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p>	<p>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://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/ Based on the Quote submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is July 16, 2024.</p>	<p>I acknowledge and I agree</p>
<p>12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p>	<p>C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.</p>	<p>I acknowledge and I agree</p>
<p>13. RETAINAGE</p>	<p>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 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 Work; provided the following conditions are met:</p>	<p>I acknowledge and I agree</p>

13. RETAINAGE	<p>a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.</p>	I acknowledge and I agree
SECTION III. TECHNICAL REQUIREMENTS		
Section A - General	<p>Scope of Work is located in the Section II - General Requirements above - Acknowledging here means you have read and agree with said information. If you do not agree with said information, please list the items you do not agree with in the next field.</p>	I understand and I agree
2	<p>If you do not agree with anything listed in the information listed above - please list that information here.</p>	
BID		

BIDDER'S DECLARATION	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.	I acknowledge and I agree
BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	SHAWNCC008MC
CONTRACTOR RESPONSIBILITY	U.B.I. Number	601-991-825
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	094683-00-2
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	91-2006484
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	T
CONTRACTOR RESPONSIBILITY	As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020	Yes
ADDENDA	Bidder acknowledges receipt of ____ addenda and agrees that their requirements have been included in this bid proposal.	0
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date.	I acknowledge and I agree

MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	Yes
MISCELLANEOUS	If this project is less than \$150,000 - does contractor request 10% retainage in lieu of bond?	Yes
MISCELLANEOUS	The bidder submitting this response 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 judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Chris Mulderig, Shawn Cole Construction, INC. 15212 W Cougar Ln Spokane, WA 99224 chris@shawncoleconstruction.com 509-244-3923
MISCELLANEOUS	Individuals name and email address who is authorized to sign contract	Chris Mulderig, Shawn Cole chris@shawncoleconstruction.com shawn@shawncoleconstruction.com
BID BOND	Fill out the Bid Bond, located in the Documents Tab in ProcureWare and upload it here	No Bid Bond Form.docx
SUBCONTRACTORS	Fill out the Subcontractor List, located in the Documents Tab in ProcureWare and upload it here	Subcontractor List under \$1M.pdf
TERMS & 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 I agree
#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	There is no bid bond form located on the documents tab.

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	1.	West Central Community Center - Multiple Window glazing Replacements - single floor (ARPA)	Base	JB	1.00	\$73,301.00	\$73,301.00	Seventy Three Thousand Three Hundred One Dollars
	2.	9% Sales Tax	Base	ea	1.00	\$6,597.09	\$6,597.09	Six Thousand Five Hundred Ninety Seven Dollars and Nine Cents
Total Base Bid		\$79,898.09						

There was no bid bond form to fill out under documents tab in ProcureWare.

We've elected 10% retainage in lieu of bond.

SUBCONTRACTOR LIST

PROJECT NAME: WCCC Multiple window glazing Replacements - Single floor (ARPA)

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 River City Glass

TYPE OF WORK/BID ITEM Glazing Replacements

AMOUNT \$46,000.00

CONTRACTOR'S REGISTRATION NO. RIVERCG034L4

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

ATTACHMENT A– ARP/CSLFRF CFDA 21.027 FUNDING
American Rescue Plan (ARP)
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Funding Authority: U.S. Department of Treasury
CFDA# 21.027 - Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CFR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC

3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);

- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation: Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act-Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;
- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);

- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115–232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity’s fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Chris Mulderig
Signature, Administrator, or Applicant Agency

7/15/2024
Date

Chris Mulderig Vice President
print name and title

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

(1) 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 disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 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; and
- (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, 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.

(4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.

(5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

(6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes If yes, answer question 2 below.

No If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By:

Title:

Date:

ATTACHMENT H- ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Funding Authority: U.S. Department of Treasury

CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CFR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does not apply to projects funded solely with ARPA/CLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRI, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for six years after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects" as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title

General Terms & Conditions

1. 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 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

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. Chapter 41.56 RCW.

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.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

5. 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 RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

6. INTERLOCAL PURCHASE AGREEMENTS

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.

7. 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. Debriefing conferences may be conducted in person or on the telephone.

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

9. 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.

10. 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 currently being 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://dor.wa.gov> or 1-360-705-6741 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.
- 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.

SPECIFIC GRANT RELATED LANGUAGE

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY 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.
- 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.

18. CERTIFICATION REGARDING LOBBYING

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

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A “Certification Regarding Lobbying”. The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. 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 grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. 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, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

19. DOMESTIC PREFERENCE

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

20. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21. 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.

22. MAINTENANCE OF RECORDS

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.

23. CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. 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.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

25. TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2024

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.

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.

PRODUCER: Spokane Office, Marsh McLennan Agency LLC. CONTACT NAME: Cara Longinotti. PHONE: (509) 363-4042. E-MAIL ADDRESS: Cara.Longinotti@MarshMMA.com. INSURER(S) AFFORDING COVERAGE: Cincinnati Insurance Company, Berkley Assurance Company.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Commercial Pollution.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Spokane is additional insured per attached forms. Coverage is primary and non contributory. Waiver of subrogation applies. 60 Days Notice of Cancellation applies.

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: City of Spokane, Purchasing & Contracts Department. 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: Grace Hayes.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
 2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**
- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
 2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

<p>Designated Construction Project(s):</p> <p>ANY JOB SITE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because

of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or aban-

doned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" which the insured is legally obligated to pay as damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies:
 - a. Which is in excess of the "underlying insurance"; or
 - b. Which is either excluded or not insured by "underlying insurance".
2. If any limit of insurance, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury", "personal and advertising injury" or "property damage" arising out of that exposure unless that limit of insurance is specified in the Schedule of Underlying Insurance.
3. This insurance applies to "bodily injury", "personal and advertising injury" or "property damage" only if:
 - a. The "bodily injury", "personal and advertising injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - b. The "bodily injury" or "property damage" occurs during the policy period shown in the Declarations; or
 - c. The "personal and advertising injury" results from an "occurrence" that takes place during the policy period shown in the Declarations; and
- d. Prior to the "coverage term" no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part, or that the "personal and advertising injury" offense had been committed, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "coverage term", that the "bodily injury" or "property damage" occurred, or that the "personal and advertising injury" offense had been committed, then any continuation, change or resumption of such "bodily injury", "personal and advertising injury" or "property damage" during or after the "coverage term" will be deemed to have been known prior to the policy period.
4. "Bodily injury" or "property damage" which occurs during the "coverage term" and was not, prior to the "coverage term", known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term".
5. "Personal and advertising injury" caused by an offense which was committed during the "coverage term" and was not, prior to the "coverage term", known to have been committed by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "personal and advertising injury" offense after the end of the "coverage term".
6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred, or a "personal and advertising injury" offense will be deemed to have been known to have been committed at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- a. Reports all, or any part, of the "bodily injury", "personal and advertising injury" or "property damage" to us or any other insurer;
- b. Receives a written or verbal demand or claim for damages because of the "bodily injury", "personal and advertising injury" or "property damage"; or
- c. Becomes aware by any other means that "bodily injury" or "property damage" had occurred or has begun to occur, or that the "personal and advertising injury" offense had been committed or has begun to be committed.

7. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered, unless expressly provided for under **SECTION I - COVERAGE, C. Defense and Supplementary Payments.**

B. Exclusions

This insurance does not apply to:

1. Asbestos

Any liability arising out of, attributable to or any way related to asbestos in any form or transmitted in any manner.

2. Breach of Contract, Failure to Perform, Wrong Description and Violation of Another's Rights

"Personal and advertising injury":

- a. Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- b. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- c. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement"; or
- d. Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

3. Contractual Liability

Any liability for which the insured is obligated to pay damages by reason of the

assumption of liability in a contract or agreement. This exclusion does not apply to liability for "bodily injury", "personal and advertising injury" or "property damage":

- a. That the insured would have in the absence of the contract or agreement; or
- b. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury", "personal and advertising injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

4. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

5. Damage to Property

"Property damage" to:

- a. Property:
 - (1) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - (2) Owned or transported by the insured and arising out of the ownership, maintenance or use of an "auto".
- b. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;

- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph b. of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs a.(2), c., d., e. and f. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs c. and d. of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph f. of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

6. **Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it.

7. **Damage to Your Work**

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

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

8. **Distribution or Recording of Material or Information in Violation of Law**

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. Any federal, state or local statute, ordinance or regulation, other than the

TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

9. **Electronic Chatrooms or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

10. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply:

- (1) To liability for damages because of "bodily injury"; or
- (2) When such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

11. **Employer's Liability Limitation**

Any liability arising from any injury to:

- a. An "employee" of the insured sustained in the "workplace";
- b. An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- c. The spouse, child, parent, brother or sister of that "employee" as a consequence of a. or b. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply when such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

12. Employment-Related Practices

Any liability arising from any injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of any injury to that person at whom any of the employment-related practices described in Paragraphs **12.a.(1), (2), or (3)** above is directed.

This exclusion applies:

- a. Whether the injury-causing event described in Paragraphs **12.a.(1), (2), or (3)** above occurs before employment, during employment or after employment of that person;
- b. Whether the insured may be liable as an employer or in any other capacity; and
- c. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

13. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually intended or expected.

However, this exclusion does not apply to:

- a. "Bodily injury" resulting from the use of reasonable force to protect persons or property; or
- b. "Bodily injury" or "property damage" resulting from the use of reasonable force to prevent or eliminate danger in the operation of "autos" or watercraft.

14. Falsity, Prior Publication, Criminal Act and Media and Internet Type Businesses

"Personal and advertising injury":

- a. Arising out of oral or written publication in any manner of material, if done by or at the direction of the insured with knowledge of its falsity;
- b. Arising out of oral or written publication in any manner of material whose first publication took place before the later of the following:
 - (1) The inception of this Coverage Part; or
 - (2) The "coverage term" in which insurance coverage is sought;
- c. Arising out of a criminal act committed by or at the direction of the insured; or
- d. Committed by an insured whose business is:
 - (1) Advertising, broadcasting, publishing or telecasting;
 - (2) Designing or determining content of websites for others; or
 - (3) An Internet search, access, content or service provider.

However, Paragraph **d.** does not apply to Paragraphs **17.a., b., c., d.** and **i.** of "personal and advertising injury" under **SECTION V - DEFINITIONS.**

For the purposes of Paragraph **d.**, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

15. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property

rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement in your "advertisement", of copyright, trade dress or slogan.

16. Pollutant - Auto

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission or escape of "pollutants":

(1) That are, or that are contained in any property that is:

(a) Being transported or towed by, handled, or handled for movement into, onto or from, an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

(b) Otherwise in the course of transit by or on behalf of the insured; or

(c) Being stored, disposed of, treated or processed in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

(2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; or

(3) After the "pollutants" or any property in which the "pollutants" are contained are moved from an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph (1) above does not apply to "bodily injury" or "property damage" arising from fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal

electrical, hydraulic or mechanical functioning of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion or its parts, if:

(a) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(b) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in Paragraphs f.(2) and (3) of the definition of "mobile equipment".

However, this exception to Paragraph (1) does not apply if the fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" are intentionally discharged, dispersed, emitted or released.

Paragraphs (2) and (3) above do not apply to an "occurrence" that occurs away from premises owned by or rented to an insured with respect to "pollutants" not in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; and

(b) The discharge, dispersal, seepage, migration, release, emission or escape of the "pollutants" is caused directly by such upset, overturn or damage.

b. Any liability caused by "pollutants" and arising from the operation, maintenance, use, "loading or unloading" of an "auto", for which insurance coverage is excluded by "underlying insurance".

17. Pollutant - Other Than Auto

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal,

seepage, migration, release, emission or escape of "pollutants":

- (1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

However, Paragraph **a.(1)** of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "Bodily injury", if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;
 - (b) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to your "underlying insurance" as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;

- (4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

However, Paragraph **a.(4)** of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (b) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (5) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants".

- b. "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.
- c. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Paragraph c. does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

- d. Any liability caused by "pollutants", for which insurance coverage is excluded by "underlying insurance".

18. Recall of Products, Work or Impaired Property

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired Property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

19. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag or any other similar tactics to mislead another's potential customers.

20. War

Any liability, however caused, arising directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

21. Workers' Compensation

Any liability or obligation of the insured under any workers' compensation, unemployment compensation, disability benefits or similar law. However, this exclusion does not apply to liability of others assumed by you under an "insured contract" in existence at the time of "occurrence".

C. Defense and Supplementary Payments

- 1. We will have the right and duty to defend the insured against any "suit" seeking

damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies. We will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result when:

- a. The applicable limits of the "underlying insurance" and any other insurance have been exhausted by payment of claims; or
 - b. Damages are sought for "bodily injury", "personal and advertising injury" or "property damage" which are not covered by "underlying insurance" or other insurance.
2. Our right and duty to defend ends when the applicable Limit of Insurance, as stated in the Declarations, has been exhausted by payment of claims.
 3. We have no duty to investigate, settle or defend any claim or "suit" other than those circumstances described in Paragraph **C.1**. However, we do have the right to participate in the investigation, settlement or defense of any claim or "suit" to which this insurance applies. If we exercise this right, we will do so at our expense.
 4. If there is no underlying insurer or other insurance obligated to do so, we will pay the following when we provide a defense:
 - a. All expenses we incur.
 - b. The cost of bail bonds up to \$3,000 (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
 - c. The cost of bonds to appeal a judgment or award in any claim or "suit" we defend and the cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.
 - d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including the actual loss of earnings.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys'

fees or attorneys' expenses taxed against the insured.

5. If there is no underlying insurer obligated to do so, we will pay the following for an "occurrence" to which this insurance applies, even if we have no duty to provide a defense:
 - a. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable Limit of Insurance. If we make an offer to pay the applicable Limits of Insurance, we will not pay any prejudgment interest based on the period of time after the offer.
 - b. All interest awarded against the insured on the full amount of any judgment that accrues:
 - (1) After entry of the judgment; and
 - (2) Before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
6. The payments described in Paragraphs **4**. and **5**. above will not reduce the Limits of Insurance provided by this Coverage Part when defense or supplementary payments provided by the "underlying insurance" do not reduce their Limits of Insurance. However, when defense or supplementary payments provided by the "underlying insurance" reduce their Limits of Insurance then such expense payments paid by us will reduce the Limits of Insurance provided by this Coverage Part.
7. If we are prevented by law or otherwise from carrying out any of the provisions of **SECTION I - COVERAGE, C. Defense and Supplementary Payments**, we will pay any expense incurred with our written consent.

SECTION II - WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance, occupancy or use of an "auto":
 - a. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (2) A partnership or joint venture, you are an insured. Your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.

- (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (4) An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders. Each of the following is also a Named Insured:
 - (a) Any "subsidiary" company of such organization, including any "subsidiary" of such "subsidiary":
 - 1) Existing at the inception of this Coverage Part; or
 - 2) Formed or acquired on or after the inception of this Coverage Part.
 - (b) Any other company controlled and actively managed by such organization or any "subsidiary" thereof:
 - 1) At the inception of this Coverage Part; or
 - 2) If the control and active management thereof is acquired on or after the inception of this Coverage Part.
 - (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- b.** Each of the following is also an insured:
- (1) Any "employee" of yours while acting within the scope of their duties as such.
 - (2) Any person or organization while acting as your real estate manager.
 - (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
 - (4) Your legal representative if you die, but only with respect to duties as such.
- 2.** Only with respect to liability arising out of the ownership, maintenance, occupancy or use of an "auto":
- a.** You are an insured.
 - b.** Anyone else while using with your permission an "auto" you own, hire or borrow is also an insured except:
 - (1) The owner or any other person or organization (except your "executive officers" or principals) from whom you hire or borrow an "auto", unless such persons or organizations are insureds in your "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance". This exception does not apply if the "auto" is a trailer or semi-trailer connected to an "auto" you own.
 - (2) Your "employee", if the "auto" is owned by that "employee" or a member of his or her household, unless:
 - (a) Such "employee" is an insured with respect to that "auto" in the "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance"; or
 - (b) The "bodily injury" or "property damage" is sustained by a co-"employee" of such "employee".
 - (3) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos", unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
- c.** Anyone liable for the conduct of an insured described in Paragraphs **2.a.** and **b.** above is also an insured, but only if they are provided insurance coverage for such liability by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance and then only for such hazards for which coverage is provided by such "underlying insurance".

3. At your option and subject to the terms and conditions of this insurance, any other person or organization not addressed by Paragraphs 1. and 2. above, but covered in the "underlying insurance" listed in the Schedule of Underlying Insurance are also insureds, but only to the extent that insurance is provided for such person or organization by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made, "suits" brought or number of vehicles involved or insured; or
- c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for all damages:

- a. Included in the "products-completed operations hazard";
- b. Because of "bodily injury" by disease sustained by your "employees" arising out of and in the course of their employment by you; or
- c. Because of "bodily injury", "personal and advertising injury" or "property damage" not included within a. or b. above. However, this Aggregate Limit will not apply to damages which are not subject to an Aggregate Limit in the "underlying insurance".

The Aggregate Limit applies separately to a., b. and c. The Aggregate Limit described in c. will apply only to damages not subject to a. or b. above.

3. Subject to the Limit of Insurance described in 2.c. above:

- a. Only in the event that "underlying insurance" specifically listed in the Schedule of Underlying Insurance provides an annual Aggregate Limit of Insurance for damages that would not be subject to 2.a. or b. above that is applicable separately to each:

- (1) Location owned by, or rented or leased to you solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be at-

tributed to operations at only a single location, then the Aggregate Limit described in 2.c. above applies separately to each location owned by, or rented or leased to you.

- (2) Of your construction projects solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be attributed only to ongoing operations and only at a single construction project, then the Aggregate Limit described in 2.c. above applies separately to each of your construction projects.

- b. Only with respect to the application of Limits of Insurance described in 3.a. above, the following terms location and construction project will have the following meanings:

- (1) Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

- (2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or entities, no matter how often or under how many different contracts, will be deemed to be a single construction project.

4. Subject to the limits described in 2. and 3. above, the Each Occurrence Limit is the most we will pay for the "ultimate net loss":

- a. In excess of the applicable limits of "underlying insurance"; or
- b. If an "occurrence" is not covered by "underlying insurance", but covered by the terms and conditions of this Coverage Part,

for all "bodily injury", "personal and advertising injury" and "property damage" arising out of any one "occurrence".

We will not pay more than the Limit of Insurance shown in this Coverage Part's Declarations for each "occurrence" because any Personal Umbrella Liability Policy(ies) is/are attached to this policy.

5. Subject to, and included within, the Limit of Insurance described in 4. above, we will not pay more than the limit of insurance required for the layer of insurance provided by this Coverage Part on behalf of:
 - a. An additional insured, as set forth in **SECTION II - WHO IS AN INSURED, Paragraph 3**; or
 - b. A party you have agreed to indemnify in an "insured contract".
6. Subject to the limits described in 2., 3., 4. and 5. above and to the terms and conditions of the "underlying insurance":
 - a. If the limits of "underlying insurance" have been reduced by payment of claims, this Coverage Part will continue in force as excess of the reduced "underlying insurance"; or
 - b. If the limits of "underlying insurance" have been exhausted by payment of claims, this Coverage Part will continue in force as "underlying insurance".
7. The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Appeals

If the insured or any insurer who provides the applicable "underlying insurance" elects not to appeal a judgment which exceeds the "underlying limit", we may elect to do so at our own expense. We shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall this provision increase our liability beyond:

- a. Our applicable Limits of Insurance for all "ultimate net loss";
- b. Our applicable Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments**; and
- c. The expense of such appeal.

2. Audit

If this Coverage Part is subject to Audit, as indicated in the Declarations, then the following Condition applies:

- a. The premium shown in the Premium Computation Endorsement as Advance Premium is a deposit premium. At the close of each audit period, we will compute the earned premium for that period. If:

- (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
- (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us. The due date for audit and retrospective premiums is the date shown as the due date on the bill.

However, in no event will the earned premium be less than the Minimum Premium stated in the Premium Computation Endorsement.

- b. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

3. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate shall not relieve us of any obligations under this Coverage Part.

4. Duties in the Event of Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim or "suit". To the extent possible, notice should include:

- (1) How, when and where the "occurrence" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence".

This requirement applies only when the "occurrence" is known to an "authorized representative".

- b. If a claim is made or "suit" is brought against any insured you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This requirement will not be considered breached unless the breach occurs after such claim or "suit" is known to an "authorized representative".

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. First Named Insured

The person or organization first named in the Declarations will act on behalf of all other insureds where indicated in this Coverage Part.

6. Legal Action Against Us and Loss Payments

- a. No legal action may be brought against us unless there has been full compliance with all the terms of this Coverage Part nor until the amount of the insured's obligation to pay has been finally determined as provided below. No person or organization has any right under this Coverage Part to bring us into any action to determine the liability of the insured.
- b. We shall be liable for payment of the "ultimate net loss" for any "occurrence" to which this Coverage Part applies:
 - (1) For "occurrences" not covered by "underlying insurance"; or
 - (2) In excess of the "underlying limit" applicable to the "occurrence" only after the insurers who provide the applicable "underlying insurance" have paid or become obligated to pay the amount of the "underlying limit" applicable to the "occurrence".

Our payment will be made following final determination of the amount of the insured's obligation to pay either by final judgment against the insured or by written agreement with the insured, the claimant, the underlying insurers and us.

7. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part at the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

8. Maintenance of Underlying Insurance

- a. While this Coverage Part is in effect, the insured shall maintain in force the "underlying insurance" listed in the Schedule of Underlying Insurance as collectible insurance. The terms, conditions and endorsements of "underlying insurance" will not materially change and renewals or replacements of "underlying insurance" will not be more restrictive in coverage.
- b. Limits of "underlying insurance" will not be reduced, except for any reduction or exhaustion in the aggregate limits of insurance due to payment of claims which are in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.
- c. In the event you fail or neglect to maintain "underlying insurance" as required, this Coverage Part will apply as though such "underlying insurance" was in force and collectible at the time a claim is presented to us which is in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.
- d. The limits of "underlying insurance" shall be deemed applicable, regardless of any defense which the insurer who provides the "underlying insurance" may assert because of the insured's failure to comply with any Condition of the policy or the inability of the insurer to pay by reason of bankruptcy or insolvency.
- e. You must notify us in writing as soon as practicable when any "underlying insurance" is no longer in effect or the limits or scope of coverage of any "underlying insurance" is changed.

9. Other Insurance

- a. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends and coverage is otherwise applicable, we will have the right, but not the duty to undertake to do so, provided that whomever we agree to defend and the Named Insured assign their rights to us under the policies of the insurers who did not defend. Such assignment must be in writing.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

10. Premium

The premium for this Coverage Part shall be as stated in the Declarations. The advance and anniversary premiums are not subject to adjustment, except as stated in the Declarations, or as stated in an endorsement issued by us to form a part of this Coverage Part.

You shall maintain records of such information as is necessary for premium computation, and shall, if requested by us, send copies of such records to us at the end of the "coverage term" and at such times during the policy period as we may direct.

11. Representations

- a. By acceptance of this Coverage Part, you agree that the statements in the Declarations are your agreements and representations, that this Coverage Part is issued in reliance upon the truth of such representations and that this Coverage Part embodies all agreements existing between you and us or any of our agents relating to this insurance.
- b. However, to the extent that the following applies in the "underlying insurance" listed specifically in the Schedule of Underlying Insurance, it will also apply to this Coverage Part:

Based on our reliance upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of this Coverage Part, we will not reject coverage under this Coverage Part based solely on such failure.

12. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

13. Transfer of Rights of Recovery Against Others to Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. Any recoveries shall be applied as follows:
 - (1) First, we will reimburse anyone, including the insured, the amounts actually paid by them that were in excess of our payments;
 - (2) Next, we will be reimbursed to the extent of our actual payment; and
 - (3) Lastly, any amounts left after meeting the obligations outlined in (1) and (2) above will be distributed to anyone else known to us at the time a recovery is made and who is legally entitled to such recovery.

Expenses incurred in the recovery shall be apportioned among all interests in the ratio of their respective recoveries as finally settled. If there is no recovery as a result of our attempts, we shall bear all of the recovery expenses.

- c. If prior to an "occurrence" to which this Coverage Part would apply, you and the issuer of your applicable "underlying insurance" listed specifically in the Schedule of Underlying Insurance waive any right of recovery against a person or organization for injury or damage, we will also waive any rights we may have against such person or organization.

14. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. "Authorized representative" means:
 - a. If you are:
 - (1) An individual, you and your spouse are "authorized representatives".
 - (2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".
 - (3) A limited liability company, your members and your managers are "authorized representatives".
 - (4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".
 - (5) A trust, your trustees are "authorized representatives".
 - b. Your "employees" assigned to manage your insurance program, or assigned to give or receive notice of an "occurrence", claim or "suit" are also "authorized representatives".
3. "Auto" means:
 - a. Any land motor vehicle, trailer or semi-trailer designed for travel on public roads; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged."Auto" does not include "mobile equipment".
4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.
5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
6. "Coverage territory" means anywhere.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.
10. "Hostile fire" means one that becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement,
 if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business, other than a contract or agreement pertaining to the rental or lease of any "auto", (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

- g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

Paragraphs **f.** and **g.** do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing. However, if such liability is insured by valid and collectible "underlying insurance" as listed in the Schedule of Underlying Insurance, this Paragraph (1) shall not apply for such hazards for which insurance coverage is afforded by such "underlying insurance";
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research;

public relations and new product development;

- (5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph (4), above;
 - (6) That indemnifies a website designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet Services include but are not limited to design, production, distribution, maintenance and administration of websites and web-banners; hosting websites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks;
 - (7) Under which the insured, if a website designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph (6), above;
 - (8) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - (9) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding,

building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Any land vehicle subject to a compulsory or financial responsibility law or other motor vehicle insurance law is considered an "auto".

16. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions, that results in "bodily injury" or "property damage"; or
- b. An offense that results in "personal and advertising injury".

All damages arising from the same accident, continuous or repeated exposure to substantially the same general harmful conditions, act or offense shall be deemed to arise from one "occurrence" regardless of:

- (1) The frequency of repetition;
- (2) The number or kind of media used; or
- (3) The number of claimants.

17. "Personal and advertising injury" means injury, including "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Abuse of process;
- d. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- e. Defamation of character, including oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- f. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- g. The use of another's advertising idea in your "advertisement";
- h. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

- i. Discrimination, unless insurance coverage therefor is prohibited by law or statute.

18. "Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include, but are not limited to, substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the site has been completed, if your contract calls for work at more than one site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition

was created by the "loading or unloading" of that vehicle by any insured; or

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

- a. Physical injury to or destruction of tangible property including all resulting loss of use. All such loss of use shall be deemed to occur at the time of the physical injury or destruction that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

21. "Subsidiary" means any organization in which more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination, by one or more of the Named Insureds.

22. "Suit" means a civil proceeding in which money damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such money damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such money damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

23. "Temporary worker" means a person who is furnished to you to:

- a. Substitute for a permanent "employee" on leave; or
- b. Meet seasonal or short-term workload conditions.

24. "Ultimate net loss" means the sum actually paid or payable in the settlement or satisfaction of the insured's legal obligation for damages, covered by this insurance, either by adjudication or compromise. "Ultimate net loss" does not include Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments** of this Coverage Part.

25. "Underlying insurance" means the insurance listed in the Schedule of Underlying Insurance and the insurance available to the insured under all other insurance policies applicable to the "occurrence". "Underlying insurance" also includes any type of self-insurance or alternative method by which the insured arranges for funding of legal liabilities that affords coverage that this Coverage Part covers.

26. "Underlying limit" means the total of the applicable limits of all "underlying insurance" less the amount, if any, by which the applicable limit of the applicable policy listed in the Schedule of Underlying Insurance has been reduced solely by payment of loss resulting from claims which are in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.

27. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

28. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

29. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. SECTION I - COVERAGE, B. Exclusions is modified to add the following:

This insurance does not apply to:

1. Any liability:
 - a. With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Any liability resulting from the "hazardous properties" of "nuclear material", if
 - a. The "nuclear material" (1) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this

Exclusion c. applies only to "property damage" to such "nuclear facility" and any property thereat.

B. SECTION V - DEFINITIONS is hereby modified to add the following definitions:

1. "Hazardous properties" include radioactive, toxic or explosive properties;
2. "Nuclear material" means "source material", "special nuclear material" or "by-product material";
3. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
5. "Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
6. "Nuclear facility" means:
 - a. Any "nuclear reactor";
 - b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", (3) or handling, processing or packaging "waste";
 - c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear materials", if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

7. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

8. "Property damage" includes all forms of radioactive contamination of property.

Public Works Projects

Awarding Agency: Spokane Fire Department

Workers' Comp Premium Status

Company UBI: 601 991 825

Company Accounts

823,799-02 ▾

Premium Details for account #823,799-02

Type	Date	Premium	Interest	Penalty	Amount Paid	Balance
Premium	6/30/2024	\$0	\$0	\$0	\$0	\$0
Premium	3/31/2024	\$2,480.50	\$0	\$0	\$2,480.50	\$0
Premium	12/31/2023	\$2,772.43	\$0	\$0	\$2,772.43	\$0
Premium	9/30/2023	\$2,686.06	\$0	\$0	\$2,686.06	\$0
Premium	6/30/2023	\$3,993.38	\$0	\$0	\$3,993.38	\$0
Premium	3/31/2023	\$3,611.30	\$0	\$0	\$3,611.30	\$0
Premium	12/31/2022	\$2,770.14	\$0	\$0	\$2,770.14	\$0
Premium	9/30/2022	\$3,797.92	\$0	\$0	\$3,797.92	\$0

Public Works Projects

Awarding Agency: Spokane Fire Department

Workers' Comp Premium Status

Company UBI: 601 991 825

Company Accounts

Premium Details for account #823,799-02

Type	Date	Premium	Interest	Penalty	Amount Paid	Balance
Premium	6/30/2024	\$0	\$0	\$0	\$0	\$0
Premium	3/31/2024	\$2,480.50	\$0	\$0	\$2,480.50	\$0
Premium	12/31/2023	\$2,772.43	\$0	\$0	\$2,772.43	\$0
Premium	9/30/2023	\$2,686.06	\$0	\$0	\$2,686.06	\$0
Premium	6/30/2023	\$3,993.38	\$0	\$0	\$3,993.38	\$0
Premium	3/31/2023	\$3,611.30	\$0	\$0	\$3,611.30	\$0
Premium	12/31/2022	\$2,770.14	\$0	\$0	\$2,770.14	\$0
Premium	9/30/2022	\$3,797.92	\$0	\$0	\$3,797.92	\$0



License Information:

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

Entity name: SHAWN COLE CONSTRUCTION INC.

Business name: SHAWN COLE CONSTRUCTION

Entity type: [Profit Corporation](#)

UBI #: 601-991-825

Business ID: 001

Location ID: 0001

Location: Active

Location address: 15212 W COUGAR LN
SPOKANE WA 99224-9566

Mailing address: 15212 W COUGAR LN
SPOKANE WA 99224-9566

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Liberty Lake General Business - Non-Resident				Active	Nov-30-2024	Aug-23-2022
Moses Lake General Business - Non-Resident	BUS2015-00784			Active	Nov-30-2024	Dec-26-2002
Spokane General Business - Non-Resident	T11034052BUS			Active	Nov-30-2024	Oct-15-2012

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

Governing people	Title
COLE, DARCI	
COLE, SHAWN	



Governing people

Title

MULDERIG, CHRIS

WHITAKER, LORI

The Business Lookup information is updated nightly. Search date and time: 7/29/2024 2:29:28 PM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd 8/8/2024

Clerk's File # OPR 2024-0744

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept	FACILITIES MANAGEMENT	Bid #	IPWQ 6192-24
------------------------	-----------------------	--------------	--------------

Contact Name/Phone	DAVE STEELE 625-6064	Requisition #	CR26616
---------------------------	----------------------	----------------------	---------

Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART BWILKERSON ZZAPPONE		
---------------------------	-------------------------------	--	--

Agenda Item Name	5900 FACILITIES WEST CENTRAL COMMUNITY CENTER WALL CONSTRUCTION		
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Agenda Wording

The Facilities Department in partnership with the CHHS Depart and West Central Community Center has selected a contractor to complete the installation of several doors, HVAC adjustments and the construction of additional walls in multiple locations.

Summary (Background)

The Facilities Department in partnership with CHHS & West Central CC has selected Dundee Concrete & Landscaping to complete installation of several double doors, HVAC adjustments, and the construction of additional walls in multiple locations to create additional office space for users and will separate users of the gymnasium from storage areas and large equipment. The low bid is \$92,000 before applicable sales tax. An 10% administrative reserve fee of \$9,200 is also requested.

Lease? NO Grant related? YES Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 100,280.00
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Current Year Cost	\$ 100,280.00
-------------------	---------------

Subsequent Year(s) Cost	\$
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Narrative

One time ARPA funding. Base bid \$92,000 plus applicable sales tax of \$8,280 for a total of \$100,280.00. A 10% administrative reserve \$9,200 is also requested but is not encumbered at this time.

Amount

Budget Account

Expense	\$ 100,280.00	# 1425-88153-94000-56301-97243
Expense	\$ 9,200.00	# 1425-88153-94000-56301-9723 Admin Reserve
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	TEAL, JEFFREY
<u>Division Director</u>	BOSTON, MATTHEW
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SZAMBELAN, TIMOTHY
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE
<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Steve Felchlin dundeespokane@gmail.com	laga@spokanecity.org
kbustos@spokanecity.org	facilitiesdepartment@spokanecity.org
shenry@spokanecity.org	

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Facilities Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	West Central Community Center – Wall Construction & Door Installation
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	The Facilities Department in partnership with the CHHS Department & the West Central Community Center has selected a contractor (Dundee Concrete) to complete the installation of several double doors, HVAC adjustments, and the construction of additional walls in multiple locations at the West Central Community Center. These improvements will create additional office space for users and will separate users of the gymnasium from storage areas and large equipment. The low base bid before tax was \$92,000 before applicable sales tax. We are requesting an administrative reserve of 10% for \$9,200 be approved also.
Proposed Council Action	Contract approval
Fiscal Impact	<p>Total Expense: \$ 101,200 Plus Applicable Tax</p> <p>Base bid: \$ 92,000</p> <p>Administrative Reserve (10%) \$ 9,200</p> <p>Total: \$ 101,200 Plus Applicable Tax</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: ARPA <u>1425-88153-94000-56301-97243</u></p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p>
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	NA

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

NA

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

NA

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

NA



City of Spokane
PUBLIC WORKS AGREEMENT
Title: WEST CENTRAL COMMUNITY CENTER OFFICE/WALL/DOOR BUILDOUT

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DUNDEE CONCRETE & LANDSCAPING, LLC**, whose address is 12812 North Chronicle Stret, Mead, Washington 99021, as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the Contractor was selected from IPWQ 6192-24 issued by the City; and

Whereas the City is authorized to expend ARPA funds for this contract in accordance with Ordinance C36246, passed 8/1/2022 (section 1. (A)) and;

WHEREAS, the Contractor agrees to comply with the attached ARP/CSLFRF CFDA 21.027 General Terms and Conditions.

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

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **West Central Community Center Office/Wall/Door Buildout**.
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, IPWQ 6192-24, the Contractor’s Response to IPWQ 6192-24 which is attached as Exhibit B, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, subsurface boring logs (if any), and ARP/CSLFRF CFDA 21.027. In the event of a conflict between these documents, this Contract shall be used to determine prevailing contract document. These contract documents are on file in the Facilities Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall begin on September 16, 2024 and shall run through June 30, 2025. Project time of completion and working days in accordance with contract documents.

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

5. 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 Contractor for all work previously authorized and performed prior to the termination date.

6. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **NINETY-TWO THOUSAND AND NO/100 DOLLARS (\$92,000.00)**, plus applicable taxes, 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.

7. PAYMENT. The Contractor will send its applications for payment to the City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

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

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

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

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

10. 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.

11. 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 coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required 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; 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.

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

13. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

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

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

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

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

15. EXECUTIVE ORDER 11246.

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

- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

17. 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.

18. 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").

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

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

DUNDEE CONCRETE & LANDSCAPING, 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:

- Exhibit A - Certification Regarding Debarment
 - Exhibit B - Contractor's Response to IPWQ 6192-24
 - Attachment - ARP/CSLFRF CFDA 21.027
 - Attachment – General Terms and Conditions
- 24-147

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

(1) 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 disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 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; and
- (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, 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.

(4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.

(5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

(6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes If yes, answer question 2 below.

No If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By:

Title:

Date:

Bid Response Summary

Bid Number IPWQ 6192-24
Bid Title West Central Community Center - Office/Wall/Door Buildout (ARPA)
Due Date Tuesday, July 16, 2024 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Dundee Concrete & Landscaping
Submitted By steve felchlin - Tuesday, July 16, 2024 2:40:47 PM [(UTC-08:00) Pacific Time (US & Canada)]
 dundeespokane@gmail.com 5092163331

Comments

Question Responses

Group	Reference Number	Question	Response
PRE-BID MEETING - MANDATORY			
	1. MANDATORY Pre-Bid Meeting	A MANDATORY pre-bid meeting will be held on Tuesday, July 9th, 2024 at 10:00 am at the West Central Community Center, 1603 N Belt Street., Spokane WA 99205. Only those vendors who attend the Mandatory Pre-Bid Conference will be able to bid on this project.	I acknowledge and I understand
SECTION I. QUOTE PREPARATION AND EVALUATION			
	1. QUOTE PREPARATION	Quotes shall be prepared electronically through the City's ProcureWare site.	I acknowledge and agree
	2. SUBMISSION OF QUOTES	Quotes shall be submitted electronically through the City's ProcureWare site by 3:00 pm on Tuesday, July 16, 2024.	I acknowledge and agree
	3. CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Quote 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.	I acknowledge and agree
	4. QUALIFICATION	Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge and agree
	5. 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.	I acknowledge and agree

<p>6. PAYMENT</p>	<p>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.</p>	<p>I acknowledge and agree</p>
<p>7. REJECTION OF QUOTES</p>	<p>The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in the Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.</p>	<p>I acknowledge and agree</p>
<p>8. REGISTERED CONTRACTOR</p>	<p>The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal.</p>	<p>I acknowledge and agree</p>
<p>9. PUBLIC WORK REQUIREMENTS</p>	<p>The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.</p>	<p>I acknowledge and agree</p>

<p>10. 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>11. 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 http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.</p>	<p>I acknowledge and agree</p>
<p>MISCELLANEOUS DOCUMENTATION UPLOAD</p>	<p>Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.</p>	
<p>ARPA FUNDING</p>		
<p>**</p>	<p>This project is funded by funds received through the United States Department of Treasury under the American Rescue Plan (ARP/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) – Catalog of Federal Domestic Assistance (CFDA) number 21.027. Submitting a proposal indicates acceptance of all requirements listed within ARP/CSLFRF CFDA 21.027 Funds document.</p>	<p>YES</p>

1. General Terms & Conditions	I have read, understand and agree with the general terms & conditions in the Documents section of this project.	Yes
2. ARP-CLERF Form	Print, sign and upload the ARP_CLERF Form in the Documents section of this project.	arp.pdf
3. ARPA Debarment Certification	I have read the ARPA Debarment Certification in the Documents tab and understand that If awarded this contract I will be required to sign this document.	Yes
SECTION II. GENERAL REQUIREMENTS		
1. SCOPE OF WORK	Contractor shall be required to secure all required permits necessary to complete this work. Contractor shall provide all permit submittals, labor, materials, equipment, odor mitigation (ventilation while painting, glueing, etc.), safety equipment, and proper disposal of debris necessary for completing this work.	I acknowledge and agree
1. Scope of Work	Contractor shall protect all existing finishes during all phases of this work.	I understand and I agree
1. Scope of Work	Contractor shall be required to submit a detailed work plan prior to pre-construction walkthrough for review, revision, and approval by City Facilities.	I understand and I agree
1. Scope of Work	1. This item will complete the splitting of one (1) existing office into two (2) separate walled offices with doors	I understand and I agree
1. SCOPE OF WORK	Contractor shall split existing HVAC supply and return as needed to provide supply and return to the new office space	I understand and I agree
1. SCOPE OF WORK	Contractor shall install new 15-amp outlets in each new wall section per code requirements for spacing	I understand and I agree
1. SCOPE OF WORK	Contractor shall install one (1) new smoke detector in the office as required by code requirements	I understand and I agree
1. SCOPE OF WORK	Contractor shall make code required adjustments to the fire sprinkler system to meet fire requirements.	I agree and I understand
1. SCOPE OF WORK	Contractor shall install new cove base to match existing as needed	I agree and I understand

1. SCOPE OF WORK	Contractor shall install one (1) 3'-0" hollow core wood door with transom light, finished to match, lockset to match	I agree and I understand
1. SCOPE OF WORK	Contractor shall build approximately 13 linear feet of 9'x 3.5" steel stud non-structural, insulated wall with 5/8" drywall both sides. Finished and painted to match, includes the installation of matching cove base.	I agree and I understand
1. SCOPE OF WORK	2. Contractor shall build approximately 28 linear feet of 19' tall x 3.5" steel stud non-structural, wall with 5/8" drywall both sides. Finished and painted to match, includes the installation of matching cove base.	I agree and I understand
1. SCOPE OF WORK	Contractor shall install one (1) HVAC vent opening with cover to allow for continued air circulation to existing HVAC return intake.	I agree and I understand
1. SCOPE OF WORK	Contractor shall install one (1) new smoke detector in the new space as required by code	I agree and I understand
1. SCOPE OF WORK	Contractor shall install overhead lighting and switching as required by code.	I agree and I understand
1. SCOPE OF WORK	Contractor shall make code required adjustments to the existing fire sprinkler system to meet fire requirements.	I agree and I understand
1. SCOPE OF WORK	Contractor shall install one (1) 4'-0 double, solid core wood doors in new wall section. Lockset to match West Central Community Center standard.	I agree and I understand
1. SCOPE OF WORK	Alternate - Contractor shall install one (1) 4'-0 Double Steel Doors in new wall section. Lockset to match West Central Community Center standard.	I agree and I understand
1. SCOPE OF WORK	3. Contractor shall install two (2) sets of 4'-0 double, solid core wood doors in existing 12' opening and fill approximately 8 linear feet of 80" tall non-structural door openings with 5/8" drywall both sides. Finished and painted to match existing wall. Locksets to match West Central Community Center standard.	I agree and I understand

1. SCOPE OF WORK	Alternate: Contractor shall install two (2) sets of 4'-0 Double Steel Doors in existing 12' opening and fill approximately 8 linear feet of 80" tall non-structural door openings with 5/8" drywall both sides. Finished and painted to match existing wall. Locksets to match West Central Community Center standard.	I agree and I understand
1. SCOPE OF WORK	4. Contractor shall identify and repair up to 50 linear feet of existing exterior rain gutter and associated downspouts where existing has pulled away from the fascia or otherwise become unsecured from the building. Color shall match existing if replacement parts are necessary.	I agree and I understand
a. EQUIPMENT DELIVERY TIMELINE	What is the delivery timeline for the equipment needed for this project?	Equipment can be delivered at any time
2. COMPLETION TIME	All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed to substantially complete the specified work within six (6) months of the Notice to Proceed date.	I acknowledge and agree
3. LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount ZERO (\$0.0) dollars for each and every working until the work is satisfactorily completed. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.	I acknowledge and agree
4. INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree

<p>6. 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 amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.</p>	<p>I acknowledge and agree</p>
<p>6. 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, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.</p>	<p>I acknowledge and agree</p>
<p>7. PERMITS</p>	<p>Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.</p>	<p>I acknowledge and agree</p>
<p>8. GUARANTY</p>	<p>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 all Work, which has been abused or neglected by the City.</p>	<p>I acknowledge and agree</p>
<p>9. 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>

10. INSURANCE	During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree
10. INSURANCE	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.	I acknowledge and agree
10. INSURANCE	b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 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 \$1,500,000.00 in order to meet the insurance coverages required under this Contract;	I acknowledge and agree
10. INSURANCE	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 or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and	I acknowledge and agree
10. INSURANCE	d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge and agree

10. INSURANCE

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 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) upon request by the City. 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 thirty (30) 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.

I acknowledge and agree

11. PERFORMANCE BONDS

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 \$150,000.00 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 39.08010.

I acknowledge and agree

<p>12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p>	<p>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 RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries (L&I).</p>	<p>I acknowledge and I agree</p>
<p>12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p>	<p>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://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/ Based on the Quote submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is July 16, 2024.</p>	<p>I acknowledge and I agree</p>
<p>12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p>	<p>C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.</p>	<p>I acknowledge and I agree</p>
<p>13. RETAINAGE</p>	<p>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 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 Work; provided the following conditions are met:</p>	<p>I acknowledge and I agree</p>

13. RETAINAGE	<p>a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.</p>	I acknowledge and I agree
14. SUBCONTRACTORS	Fill out the Subcontractor List in the Documents tab and upload it here.	sub.pdf
SECTION III. TECHNICAL REQUIREMENTS		
Section A - General	<p>Scope of Work is located in the Section II - General Requirements above - Acknowledging here means you have read and agree with said information. If you do not agree with said information, please list the items you do not agree with in the next field.</p>	I understand and I agree
2	<p>If you do not agree with anything listed in the information listed above - please list that information here.</p>	
BID		
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.</p>	I acknowledge and I agree

BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	131 764-00
CONTRACTOR RESPONSIBILITY	U.B.I. Number	602589496
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	000363889001
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	602589496
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	dundec1885dl
CONTRACTOR RESPONSIBILITY	As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&P's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020	Yes
ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	yes
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date.	I acknowledge and I agree
MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	Yes
MISCELLANEOUS	If this project is less than \$150,000 - does contractor request 10% retainage in lieu of bond?	

MISCELLANEOUS	The bidder submitting this response 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 judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Steve Fechlin Dundee Concrete & Landscape 12812 N Chronicle st Mead, WA 99021 509 216-3331 dundeespokane@gmail.com
MISCELLANEOUS	Individuals name and email address who is authorized to sign contract	Steve Fechlin Dundee Concrete & Landscape
BID PROPOSAL	Fill out the Bid Proposal Page, located in the documents Tab in ProcureWare and upload it here	misc.pdf
BID BOND	Fill out the Bid Bond, located in the Documents Tab in ProcureWare and upload it here	misc.pdf
SUBCONTRACTORS	Fill out the Subcontractor List, located in the Documents Tab in ProcureWare and upload it here	sub.pdf
TERMS & 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 I agree
#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	
BID									
	1.	West Central Community Center - Office/Wall/Door Buildout (ARPA)	Base	JB	1.00	\$92,000.00	\$92,000.00		
	2.	9.0% Sales Tax	Base	ea	1.00	\$8,280.00	\$8,280.00		
	1.	Contractor shall install one (1) 4'-0 Double Steel Doors in new wall section. Lockset to match West Central Community Center standard.	Option	ea	1.00	\$4,500.00			
	2.	two (2) sets of 4'-0 Double Steel Doors in existing 12' opening and fill approximately 8 linear feet of 80" tall non-structural door opening with 5/8" drywall both sides. Finished and painted to match existing wall. Locksets to match West Central Community Center standard.	Option	ea	2.00	\$9,000.00			
Total Base Bid		\$100,280.00							

SUBCONTRACTOR LIST

PROJECT NAME: Westcentral comm center
office/wall/door Buildout

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 True Blue Electrical
TYPE OF WORK/BID ITEM Electrical
AMOUNT 5,000-
CONTRACTOR'S REGISTRATION NO. TRUBLE 771WT

CONTRACTOR/SUPPLIER Straightline Construction
TYPE OF WORK/BID ITEM Framing + Drywall + Doors + Finishwork
AMOUNT 50,000-
CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER Rough In Contracting LLC
TYPE OF WORK/BID ITEM Paint
AMOUNT 2,000-
CONTRACTOR'S REGISTRATION NO. CCrough CI 7840a

CONTRACTOR/SUPPLIER _____
TYPE OF WORK/BID ITEM _____
AMOUNT _____
CONTRACTOR'S REGISTRATION NO. _____

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

ATTACHMENT A– ARP/CSLFRF CFDA 21.027 FUNDING
American Rescue Plan (ARP)
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Funding Authority: U.S. Department of Treasury
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CFR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.


Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION



Signature, Administrator, or Applicant Agency

7/16/24

Date

Steve Felchin Owner

print name and title

From: [Steve Felchlin](#)
To: [Prince, Thea](#)
Subject: Re: IPWQ #6192-24 West Central Community Center Office/Wall/Door Buildout
Date: Tuesday, July 16, 2024 4:10:33 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I'am fine with doing the retainage in lew of the bond.

On Tue, Jul 16, 2024, 4:06 PM Prince, Thea <tprince@spokanecity.org> wrote:

If you would rather do the retainage – that works for us as well – I'll just need you to respond that way.

Thanks!

THEA PRINCE | CITY OF SPOKANE | SENIOR PROCUREMENT SPECIALIST

(509) 625-6403 office | (509) 601-2800 cell | tprince@spokanecity.org | spokanecity.org

From: Steve Felchlin <dundeespokane@gmail.com>
Sent: Tuesday, July 16, 2024 4:05 PM
To: Prince, Thea <tprince@spokanecity.org>
Subject: Re: IPWQ #6192-24 West Central Community Center Office/Wall/Door Buildout

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I can do either, it will take me at least a day or 2 to get a bid bond from my insurance company.

On Tue, Jul 16, 2024, 4:00 PM Prince, Thea <tprince@spokanecity.org> wrote:

Good Afternoon - It looks like I neglected to upload the bid bond form for this project into ProcureWare. I wish someone would have brought that to my attention This project does require a bid bond, so I'll need you to provide one using the attached form – your other option would be:

On contracts of \$150,000.00 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 39.08010.

Please advise.

Thank you,

THEA PRINCE | CITY OF SPOKANE | SENIOR PROCUREMENT SPECIALIST

(509) 625-6403 office | (509) 601-2800 cell | tprince@spokanecity.org | spokanecity.org

ATTACHMENT H- ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Funding Authority: U.S. Department of Treasury

CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CFR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
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- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does not apply to projects funded solely with ARPA/CLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRI, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for six years after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects" as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
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- Indirect cost rate (2 CFR 200.332(a)(4));
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- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title

General Terms & Conditions

1. 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 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

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. Chapter 41.56 RCW.

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.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

5. 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 RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

6. INTERLOCAL PURCHASE AGREEMENTS

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.

7. 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. Debriefing conferences may be conducted in person or on the telephone.

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

9. 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.

10. 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 currently being 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://dor.wa.gov> or 1-360-705-6741 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.
- 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.

SPECIFIC GRANT RELATED LANGUAGE

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY 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.
- 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.

18. CERTIFICATION REGARDING LOBBYING

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

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A “Certification Regarding Lobbying”. The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. 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 grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. 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, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

19. DOMESTIC PREFERENCE

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

20. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21. 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.

22. MAINTENANCE OF RECORDS

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.

23. CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. 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.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

25. TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2024

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 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 DAMIEN J RAMIREZ (17720) 1137 W GARLAND AVE SPOKANE, WA 99205-0000	CONTACT NAME: DAMIEN J RAMIREZ		PHONE (A/C, No. Ext): 509-325-3986	FAX (A/C, No): 509-325-3362
	E-MAIL ADDRESS: DAMIEN.RAMIREZ@COUNTRYFINANCIAL.COM			
INSURER(S) AFFORDING COVERAGE				NAIC #
INSURER A: COUNTRY Mutual Insurance Company				20990
INSURED 7359179 DUNDEE CONCRETE AND LANDSCAPING LLC 12812 N CHRONICLE ST MEAD, WA 99021	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
	INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	AB9237066	3/13/2024	3/13/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AU9375967	3/1/2024	3/1/2025	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 <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A	<input type="checkbox"/>	<input type="checkbox"/>				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

JOB NAME:
 ANY AND ALL LOCATIONS
 (CONTINUED)

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

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED	
POLICY NUMBER AB9237066		DUNDEE CONCRETE AND LANDSCAPING LLC 12812 N CHRONICLE ST MEAD, WA 99021	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 7/29/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED(S):
CITY OF SPOKANE
808 W SPOKANE FALLS BLVD
SPOKANE, WA 99201

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF SPOKANE	ANY AND ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
CITY OF SPOKANE	ANY AND ALL LOCATIONS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



STEPFEL-02

JSLOVER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2024

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 Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME: PHONE (A/C, No, Ext): (509) 747-3121	FAX (A/C, No): (509) 623-1073
	E-MAIL ADDRESS: nowspkinfo@hubinternational.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Cincinnati Casualty		28665
INSURED Stephen Felchlin DBA Dundee Concrete and Landscaping LLC 12812 N Chronicle St Mead, WA 99021-8311	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

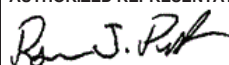
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		ENP0679773/EBA0679773	3/13/2024	3/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
IPWQ 6192-24 West Central Community Center Office Doors, Walls, Office Contract

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 
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

Contractors

DUNDEE CONCRETE & LNDSCPG LLC

Owner or tradesperson

Principals

FELCHLIN, STEPHEN
PAUL, PARTNER/MEMBER

Adams, Christopher
David, PARTNER/MEMBER

Doing business as

DUNDEE CONCRETE & LNDSCPG LLC

WA UBI No.

602 589 496

12812 NORTH CHRONICLE

MEAD, WA 99021

509-216-3331

SPOKANE County

Business type

Limited Liability Company

Governing persons

STEVEN

FELCHLIN

CHRIS ADAMS;

Registration

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active

Meets current requirements.

License specialties

GENERAL

License no.

DUNDECL885DL

Effective — expiration

03/13/2012— 04/20/2026

L&I Contractor Registration:

1-800-647-0982 - Email: ContReg@Lni.wa.gov

Bond

Old Republic Surety Co

\$12,000.00

Bond account no.

W150121477

Received by L&I

03/13/2012

Effective date

03/12/2012

Expiration date

Until Canceled

Insurance

Country Mutual Ins Co

\$1,000,000.00

Policy no.

AB9237066

Received by L&I

02/08/2024

Effective date

03/13/2017

Expiration date

03/13/2025

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the [Oregon Bureau of Labor & Industries](#) or [Montana Department of Labor & Industry](#) to verify if this business has apprentices.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID

Account is current.

131,764-00

Doing business as

DUNDEE CONCRETE & LANDSCAPING

Estimated workers reported

Quarter 1 of Year 2024 "11 to 20 Workers"

L&I account contact

T0 / RAECHEL WRIGHT (360) 902-4715 - Email: WRIV235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training– Effective July 1, 2019

Exempt from this requirement.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.



< Business Lookup

License Information:

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

Entity name: DUNDEE CONCRETE AND LANDSCAPING LLC

Business name: DUNDEE CONCRETE AND LANDSCAPING LLC

Entity type: [Limited Liability Company](#)

UBI #: 602-589-496

Business ID: 001

Location ID: 0001

Location: Active

Location address: 12812 N CHRONICLE ST
MEAD WA 99021-8311

Mailing address: 12812 N CHRONICLE ST
MEAD WA 99021-8311

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident	T12106388BUS			Active	Mar-31-2025	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Mar-31-2025	Apr-22-2016

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

Governing people	Title
ADAMS, CHRIS	
CROWDER, GERALD	
FELCHLIN, STEPHEN	

Registered Trade Names

Registered trade names	Status	First issued
DUNDEE EXCAVATION, LLC	Active	Mar-01-2006
STRAIGHTLINE FAB LLC	Active	Feb-25-2019

The Business Lookup information is updated nightly. Search date and time: 7/26/2024 7:46:52 AM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd 8/15/2024

Clerk's File # OPR 2024-0745

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept	CONTRACTS & PURCHASING	Bid #	RFP #6158-24
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Contact Name/Phone	JASON 232-8841	Requisition #	
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Contact E-Mail	JNECHANICKY@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	BWILKERSON MCATHCART ZZAPPONE		
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Agenda Item Name	5500 - CITY WIDE OFFICE SUPPLY DELIVERY SERVICE		
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Agenda Wording

The City of Spokane issued a Request for Proposals for an Office Supply Delivery Service for all City Departments. This is a 5-year contract.

Summary (Background)

The City of Spokane issued a Request for Proposals for an Office Supply Delivery Service for all City Departments. Three (3) Responses were received and evaluated by an evaluation committee consisting of five (5) city employees from various departments and is unanimously recommending award of a five (5) year contract to Kershaws Inc. This contract facilitates the ordering and delivery of office supplies for all City of Spokane departments. Payment type will be City Purchasing Cards.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 1,500,000.00

Current Year Cost \$ 300,000.00

Subsequent Year(s) Cost \$ 1,200,000.00

Narrative

Purchasing issued RFP #6158-24, received three (3) responses and an evaluation committee reviewed all responses carefully and recommended award to Kershaw's Inc.

Amount

Budget Account

Expense	\$ 1,500,000.00	#	Varies by department
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Select	\$	#	
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Select	\$	#	
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Select	\$	#	
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	\$	#	
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	\$	#	
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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

NECHANICKY, JASON

Division Director

STRATTON, JESSICA

Accounting Manager

BUSTOS, KIM

Legal

SZAMBELAN, TIMOTHY

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

PRINCE, THEA

Distribution List

diane@kershaws-spokane.com

jnechanicky@spokanecity.org

tprince@spokanecity.org

kbustos@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	8/26/2024
Submitting Department	Purchasing & Contracts
Contact Name	Jason Nechanicky
Contact Email & Phone	jnechanicky@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5500 – City Wide Office Supply Delivery Service
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 of Spokane issued a Request for Proposals for an Office Supply Delivery Service for all City Departments. Three (3) Responses were received and evaluated by an evaluation committee consisting of five (5) city employees from various departments and is unanimously recommending award of a five (5) year contract to Kershaws Inc.</p> <p>This contract facilitates the ordering and delivery of office supplies for all City of Spokane departments.</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>1,500,000</u></p> <p style="padding-left: 40px;">Current year cost: \$300,000</p> <p style="padding-left: 40px;">Subsequent year(s) cost: \$300,000</p> <p>Narrative: Purchasing issued RFP #6158-24, received three (3) responses and an evaluation committee reviewed all responses carefully.</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" 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 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)	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- What impacts would the proposal have on historically excluded communities?
N/A contract is for office supplies.
- 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 contract is for office supplies.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Regular business reviews with supplier to confirm best pricing is provided.
- 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?
Competitive solicitation was utilized to identify the best total cost provider.

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

CONTRACT

Title: OFFICE SUPPLY DELIVERY

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as "City", and **KERSHAW'S INC.**, whose address is 119 South Howard Street, Spokane, Washington 99201, as ("Kershaw's"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE**. Kershaw's shall provide the City with OFFICE SUPPLY DELIVERY SYSTEM, using the City's Purchasing Card and/or by purchase order, in accordance with the following:
 - A. City departments will be placing their own orders for office supplies using the City's Purchasing Card ("VISA") as the payment tool. Orders may also be placed by Purchase Order, which will require that the Vendor mail an invoice and allow Net 30 Days terms.
 - B. All purchases made with the City of Spokane Purchasing Card shall be charged at the prices offered by Kershaw's. All purchases made with a City of Spokane Visa shall be accompanied by an itemized receipt, which references the City of Spokane Visa transaction. Goods must not be charged to the credit card prior to actual shipment of goods to the City of Spokane.
 - C. All purchases made with a City of Spokane Purchase Order shall be invoiced to the ordering Department. All invoices must reference this Purchase Order Number. Each order is to be processed separately and not grouped with other City orders for shipping or invoicing purposes. There shall be no minimum order size and no minimum dollar amount for each order.
 - D. All returns and exchanges must be at no charge to the City within thirty (30) days of the original receipt. All deliveries shall be at no cost. All deliveries made to City Hall shall be made to the Receiving Room on the First Floor. A list of City ship-to addresses outside of City Hall is provided in Attachment A. Delivery of supplies from date of order shall not exceed TWENTY FOUR (24) hours for supplies in stock at Kershaw's warehouse and ten (10) working days for supplies that must be back-ordered. Kershaw's is required to keep an adequate inventory to meet the City's needs, especially on items listed in Attachment B. Back-orders must be kept to a minimum.

- E. Each City of Spokane Department shall be issued a comprehensive office supply catalog at no charge. Kershaw's shall have a minimum of 20,000 items of office supplies in its catalog. The City may order office supplies included in Kershaw's catalog, and office supplies not included in Kershaw's catalog. The term "office supplies" shall NOT include: computer equipment and peripherals; photocopiers; fax machines; office furniture; telephone and telecommunication equipment.
- F. Attachment B represents a list of commonly used items. Kershaw's shall provide City Departments with a price listing/catalog of these common items.

2. CONTRACT DOCUMENTS. This written Contract, the specifications other than as expressly accepted to in the Kershaw's bid, the Kershaw's bid and the solicitation for bids comprise the contract documents, and are intended as a final expression of the Contract of the parties. In the event of conflict between the contract documents, the documents control in the order listed.

None of the terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of the City and delivered to Kershaw's, and any shipment received by the City will only be upon the terms and conditions contained in this Contract, notwithstanding the City's acts in accepting or paying for any shipment or any similar act of the City.

3. CONTRACT TERM. The Contract shall begin August 1, 2024, and run through July 31, 2029, unless terminated earlier.

4. COMPENSATION.

A. The City shall pay Kershaw's as follows:

- 1) Common use items are listed with a firm fixed price on Attachment B. City Departments will have access to this list via a printed list and it will also be available online.
- 2) Discount on balance of catalog: We do not offer a single discount off the remainder of our full line catalog because it is not in the best interest of our customer. Being an independent dealer, we are able to make quick decisions about where we buy products. We have always given our customers this benefit- the better we buy a product, the better price they receive. We also have a vast selection of vendors and products at our disposal due to the fact we belong ISG, Independent Suppliers Croup, a national buying group. This allows us to offer our customers the best mix of products. Again, since we give the City best pricing across the board, a single discount does not give the best value.
- 3) Discounts for items not in Kershaw's catalog will be calculated at a cost-plus rate.

B. Prices shall be firm for the initial term of the Contract. During the life of the Contract and any renewals, any price declines at the manufacturer's level shall be reflected in the immediate price reduction to the City.

5. PAYMENT. Kershaw's shall send its application for payment to the Accounting Department, Accounts Payable Division, Fourth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3304. All invoices must reference the Purchase Order

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

6. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

7. 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.

8. 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.

9. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

10. 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.

11. TERMINATION. Either party may terminate this Contract by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay Kershaw's for all work previously authorized and performed prior to the termination date.

12. INDEMNIFICATION Kershaw's 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 Kershaw'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 Kershaw'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 Kershaw's, its agents or employees. Kershaw's specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by Kershaw's own employees against the City and, solely for the purpose of this indemnification and defense, Kershaw's specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. Kershaw's 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.

13. INSURANCE. During the period of the Agreement, Kershaw's shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

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

- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to Kershaw's services to be provided under this Agreement;
 - i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from Kershaw's or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, Kershaw's 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 forty-five (45) day cancellation clause, and the deduction or retention level. Kershaw's shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. 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.

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

16. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that Kershaw's shall perform the best general practice.

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. Kershaw's 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 Kershaw's.

18. 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. Kershaw's shall be responsible for contacting the 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.

19. AUDIT / RECORDS. Kershaw's and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. Kershaw's 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.

20. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Kershaw'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 Kershaw's materials or information, City will give Kershaw's notice and Kershaw's will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Kershaw's 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.

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.

KERSHAW'S INC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:
Attachment A: City ship-to addresses outside of City Hall
Attachment B: Kershaw's Pricing Sheet
Certificate Regarding Debarment

**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)



BUSINESS LICENSE

STATE OF WASHINGTON

Profit Corporation

KERSHAW'S, INC.
119 S HOWARD ST
SPOKANE WA 99201-3806

Issue Date: Jan 19, 2024

Unified Business ID #: 601686211

Business ID #: 001

Location: 0001

Expires: Jan 31, 2025

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS #T12007736BUS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

KERSHAW'S INC

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

Director, Department of Revenue

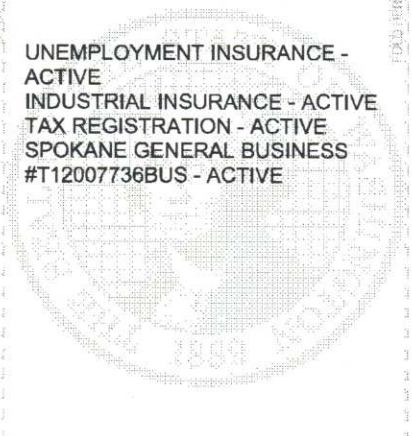
UBI: 601686211 001 0001

KERSHAW'S, INC.
119 S HOWARD ST
SPOKANE WA 99201-3806

STATE OF WASHINGTON

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS
#T12007736BUS - ACTIVE

Expires: Jan 31, 2025



100 TOP COMMUN USE ITEMS

						ALTERNATE OFFERED	
Item Number	Description	Quantity	sold by u/m	Unit Price	TOTAL	Product #	Mfr.
RED31120	BOOK, MEMO, END-OPEN, 3X5, AST	860	ea	\$0.70	\$602.00		
RED36746	BOOK, STENO, GREGG, 80SH, GRN	238	ea	\$1.24	\$295.12		
UNIOFFICE	MULTIPURPOSE PAPER 92 BRITE	206	cs (10rms/cs)	\$46.50	\$9,579.00	*Please note: paper prices can be unsteady and	
SAN30001B	MARKER, SHARPIE, FINE, BLACK	192	ea	\$0.86	\$165.12		
UNC45TT0	THERMAL LABELS 4X5	110	rl	*		* This is a non-stock special order item- can	
UNC4-R-TLP-2844	4. 33X243' WAX RIBBONS	62	ea	*		* This is a non-stock special order item- can	
PIL31506	PEN, GEL, G-KNOCK BEGRN, FN, BK	55	dz	\$13.29	\$730.95		
BSN65638	CLIP, PAPER, STANDARD, REGULAR	54	bx	\$0.29	\$15.66		
SMD76487	POCKET, FILE, 1" EXPND, LGL, MLA	50	ea (50/bx)	\$1.60	\$80.00		
XER3R03761	PAPER, COPY, VITALITY, 11X17	48	rm (5 rms/cs)	\$10.85	\$520.80	*Please note: paper prices can be unsteady and	
SMD34115	FOLDER, FILE, FASTNR, LTR, 11PT	45	bx	\$38.85	\$1,748.25		
BSN36550	CLIP, BINDER, SMALL, 12PC, BK	37	bx	\$0.28	\$10.36		
BSN65649	STAPLES, STNDRD, CHSLPNT, 5000	36	bx	\$0.76	\$27.36		
BSN26740	BOOK, STENO, GREGG, 60SH, WE	33	ea	\$1.80	\$59.40		
BSN36551	CLIP, BINDER, MEDIUM, 12PC, BK	32	bx	\$0.66	\$21.12		
BSN36552	CLIP, BINDER, LARGE, 12PC, BK	28	bx	\$1.74	\$48.72		
BSN26741	BOOK, STENO, GREGG, 70SH, GRN	28	ea	\$1.59	\$44.52		
SAN44001A	MARKER, SHARPIE, MAGNUM, BK	26	ea	\$3.10	\$80.60		
BSN42100	ENVELOPE, CATALOG, 9X12, KFT	25	bx	\$29.63	\$740.75		
PEN50HB	LEAD, 0.7MM, HB/BLACK, 12CT	24	tb	\$0.87	\$20.88		
BSN32952	TAPE, ROLL, INVIS, 3/4" X1296"	23	ea	\$0.82	\$18.86		
SMD26210	FOLDER, FILE, PRSBD, LTR, 2" EXP	22	bx	\$61.00	\$1,342.00		
ACC25972	COVER, RPRT, PRSBD, 11X8.5, LBE	22	ea	\$3.38	\$74.36		
UBC63613	MARKER, UNI-PAINT, OIL, MED, WE	20	ea	\$2.34	\$46.80		
WESXER3R11767	8.5 X 11 60# WHT BOLD DIGTAL	20	pk	\$13.21	\$264.20	* This is a non-stock special order item- pric	
WESDOM5462	8.5 X 11 60# WHT HUSKY	20	pk	\$9.79	\$195.80	* This is a non-stock special order item- pric	
REDAT8B	REPORTER NOTE, 80 SHEETS	18	ea	\$2.29	\$41.22		
BSN53366	CLIP, PAPER, NONSKID, JUMBO	18	bx	\$0.56	\$10.08		
BSN36610	NOTES, ADHSIVE, 1.5X2, 12PK, YW	18	pk	\$1.64	\$29.52		
BSN36612	NOTES, ADHESIVE, 3X3, 12PK, YW	18	pk	\$3.20	\$57.60		
BICMS11BK	PEN, CRISTAL, STICK, BP, MED, BK	17	dz	\$2.99	\$50.83		
ITA36175	PEN, RUBBERGRIP, BP, RT, MED, BK	17	dz	\$3.95	\$67.15		
BSN65639	CLIPS, PAPER, STANDARD, JUMBO	16	bx	\$0.66	\$10.56		
WESNEE05401	8.5 x 11 80# AV BRT WHT	16	pk	\$39.67	\$634.72	* This is a non-stock special order item- pric	
OXF25400	NOTEBOOK, WIREBND, RYCLD, 8X5	15	ea	\$6.92	\$103.80		

100 TOP COMMUN USE ITEMS

						ALTERNATE OFFERED	
Item Number	Description	Quantity	sold by u/m	Unit Price	TOTAL	Product #	Mfr.
BSN17525	FOLDER, FILE, LTR, 1/3, MLA, 100	15	bx	\$9.45	\$141.75		
BSN63108	PAD, LEGAL, 8. 5X11. 75, 50SH, WE	14	dz	\$12.65	\$177.10		
VCT7010	RIBBON, CALC, RED/BLK INK	14	ea	\$2.28	\$31.92		
PENP205A	PENCIL, MECH, SHARP, 0. 5MM, BK	14	ea	\$3.02	\$42.28		
ZEB21920	PEN, Z-GRIP, FLIGHT, RT, 1. 2MM	14	dz	\$10.59	\$148.26		
ICX90780565	3 1/8" X 230" THERMAL 50/CS	14	cs (50 rls/cs)	\$72.60	\$1,016.40		
UNCHUS2172	PAPER 12x18 60# HUSKY 1200/CS	12	pk	\$57.95	\$695.40	* This is a non-stock special order item- price	
SAN30002B	MARKER, SHARPIE, FINE, RED	12	ea	\$0.86	\$10.32	sold as each	
ZEB21910	PEN, Z-GRIP, FLIGHT, RT, 1. 2MM	12	dz	\$10.59	\$127.08		
KCC03076	TISSUE, FACIAL, KLEENEX	12	cs (12 bx/cs)	\$26.00	\$312.00		
BICMS11BE	PEN, CRISTAL, STICK, BP, MED, BE	12	dz	\$2.97	\$35.64		
SPR05123	PAPER, COPY, 20#, 8. 5X11, GRN	12	cs (10 rms/cs)	\$7.03	\$84.36		
RED31220	BOOK, MEMO, SIDE-OPEN, 3X5, AST	12	ea	\$0.93	\$11.16		
MEAO5512	NOTEBOOK, WIRE, CLG, 1SUB, 70SH	12	ea	\$1.30	\$15.60		
AVE11901	DIVIDERS, INSERT, PLASTC, 8TAB	12	st	\$2.44	\$29.28		
AVE27177	MARKER, PERM, CHSLTP, LRG, RD	12	Ea	\$0.67	\$8.04	sold as each	
BOSB515BLACK	STAPLER, DSK, CLASSIC, FULL, BK	12	ea	\$6.88	\$82.56		
RED33502	NOTEBOOK, WIREBND, 1SUB, 5X7. 75	12	ea	\$2.46	\$29.52		
NAT00995	BAG, TRSH, 38X58, 55-60GL, 2. 0M	12	cs	\$47.09	\$565.08		
TOP65000	BOOK, THEME, WR1-SUB, 92BRGHT	11	ea	\$2.33	\$25.63		
SMD25040	FOLDER, FILE, FASTNER, LTR, BE	11	bx	\$42.72	\$469.92		
DYM30252	LABEL, ADD, HICAP, WE, 350EA2RL	11	bx	\$19.95	\$219.45		
SAN81803	CLEANER, MKER BOARD, EXPO, 8OZ	11	ea	\$3.15	\$34.65		
SPR05121	PAPER, COPY, 20#, 8. 5X11, BLUE	11	rm (10 rm/cs)	\$7.03	\$77.33	sold as ream	
BSN00465	DISPENSER, TAPE, HAND, SMOKE	11	ea	\$0.70	\$7.70		
KERKSWATER	16.9 OZ WATER 4OCT	10	cs (40/cs)	\$4.99	\$49.90		
ICX90782982	2. 25" X 60' THERMAL	10	cs (50 rls/cs)	\$25.47	\$254.70		
AAGSK2400	DESKPAD, MTH, STD	10	ea	\$5.38	\$24.90	REDC1731	REDIFORM
UNCPADS	RPL PADS FOR P12 STAMP, BLK	10	ea	*		* This is a non-stock special order item- cannot	
SWI40501	STAPLER, DESK, LIGHT DUTY, BLK	10	ea	\$6.48	\$64.80		
XER3R2051	PAPER, COPY, 4200DP, 8. 5X14, WE	10	RM (10 rm/cs)	\$7.05	\$70.50	*Please note: paper prices can be unsteady and	
ACC47071	COVER, REP, 20PT, 11X17, BK	10	ea (10ea/bx)	\$10.23	\$102.30		
PIL31020	PEN, GEL, G2, FINE, BLACK	10	dz	\$16.03	\$160.30		
CNMPGI35BK	CRTDG, INK, IP100, BK	10	ea	\$17.42	\$174.20		
BICMS11RD	PEN, CRISTAL, STICK, BP, MED, RD	10	dz	\$2.97	\$29.70		

100 TOP COMMUN USE ITEMS

						ALTERNATE OFFERED	
Item Number	Description	Quantity	sold by u/m	Unit Price	TOTAL	Product #	Mfr.
BSN65365	CLIP, PAPER, NONSKID, REGULAR	9	bx	\$0.36	\$3.24		
BSN65637	CLIPBOARD, STANDARD, 9X12.5	9	ea	\$1.30	\$11.70		
EMPHT400011	PREMIUM MULTI FOLD TOWEL	9	cs	\$24.15	\$217.35		
XER3R02047	PAPER, COPY, VITALITY, 8.5X11	8	cs (10 rm/cs)	\$48.00	\$384.00	*Please note: paper prices can be unsteady and	
SMD71186	WALLET, XWIDE, 5.25" EXPND, LTR	8	ea (10 ea/bx)	\$6.27	\$50.16	sold by each	
BICWOTAPP418	TAPE, CORRECTION, 4PC	8	pk (4 ea/pk)	\$5.72	\$45.78		
ITA36181	HIGHLIGHTER, PEN, CHISEL, FYW	8	dz	\$3.27	\$26.16		
ITA30004	HIGHLIGHTER, DESK, CHISEL, FYW	8	dz	\$4.98	\$39.84		
ITA30035	PEN, GEL, RETRACT, 0.7MM, BK	8	dz	\$5.74	\$45.92		
MMM6834	FLAGS, 1/2", 140CT, STANDARD	8	pk	\$4.09	\$32.72		
WAU22731	PAPER, ASTROBRT, 65#, SOLAR YW	8	pk (250 sh/pk)	\$16.89	\$135.12		
BICCSM11BE	PEN, CLICSTIC, BP, RT, MED, BE	7	dz	\$6.50	\$45.50		
PIL31021	PEN, GEL, G2, FINE, BLUE	7	dz	\$16.03	\$112.21		
BICCSM11BK	PEN, CLICSTIC, BP, RT, MED, BK	7	dz	\$6.50	\$45.50		
PENBL77C	PEN, GEL, RTX, MTLTIP, 0.7MM, BE	7	ea	\$2.23	\$15.61		
BSN36613	NOTES, ADHESIVE, 3X5, 12PK, YW	7	pk	\$4.89	\$34.23		
GEO47835	HOLDER, CERTIFICATE, NAVY	7	pk (10 ea/pk)	\$9.80	\$68.60		
LEO74530	ERASER, WHITEBOARD, MAGNETIC	7	ea	\$2.15	\$15.05		
GEO48762	CERTIFICATE, FILIGRE, SR, 15PK	7	pk (10 ea/pk)	\$9.26	\$64.82		
PDIQ55172	WIPE, SUPER SANI-CLOTH, LG	6	ea	\$6.34	\$38.04		
RED36746PK	BOOK, STENO, GREGG, 80SH, GRN	6	pk (12 ea/pk)**	\$22.60	91.44	RED36746	Rediform
SAN37001B	MARKER, SHARPIE, ULTRAFINE, BK	6	dz	\$9.86	\$59.16		
BRTL203M	CRTDG, INK, MA	6	ea	\$13.44	\$80.64		
LLR84149	CUP, PENCIL, MESH	6	ea	\$3.14	\$18.84		
BSN24306	DUSTER, CANNED AIR, 6PACK	6	pk (6 ea/pk)	\$23.10	\$138.60		
BSN32953	TAPE, ROLL, INV, 3/4X1000, 12PK	6	pk (12 ea/pk)	\$7.43	\$44.58		
BSN15741	RUBBERBANDS, SIZE #32, 1LB	6	pk	\$3.04	\$18.24		
PENQE519A	PENCIL, TWIST-ERASE III, .9MM	6	ea	\$3.78	\$22.68		
MMWL854C	POCKET, DISPLAY, SCOTCH	6	ea	\$3.33	\$19.98		
					\$24,993.55		



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd 8/15/2024

Clerk's File # OPR 2023-1013

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept	DEVELOPMENT SERVICES CENTER	Bid #	
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Contact Name/Phone	TAMI 6157	Requisition #	26603
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Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	ZZAPPONE MCATHCART BWILKERSON		
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Agenda Item Name	4700 - DSC FEE STUDY – ADDITIONAL FUNDS		
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Agenda Wording

The DSC entered into a contract with FCS Group to complete a cost of recovery fee study for the department. Due to revisions of data sets that were made within the original scope of work and additional meetings to review, we exceeded the original

Summary (Background)

The DSC entered into a contract with FCS Group to complete a cost of recovery fee study for the department. Due to revisions of data sets that were made within the original scope of work and additional meetings to review, we exceeded the original budgeted amount. The original contract was for \$106,270, an addition of \$15,749 is needed to complete the original scope of work. We would like to allocate a total not to exceed \$20,000 to cover any unforeseen overages in order to complete the project

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 126,270
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Current Year Cost	\$ 126,270
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Subsequent Year(s) Cost	\$
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Narrative

The original contract was for \$106,270, an addition of \$15,749 is needed to complete the original scope of work. We would like to allocate a total not to exceed \$20,000 to cover any unforeseen overages in order to complete the project with no additional

Amount

Budget Account

Expense	\$ 20,000	# 4700-30210-24100-54201
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

original budgeted amount. The original contract was for \$106,270, an addition of \$15,749 is needed to complete the original scope of work. We would like to allocate a total not to exceed \$20,000 to cover any unforeseen overages in order to complete the project with no additional delays.

Summary (Background)

project with no additional delays.

Approvals

<u>Dept Head</u>	PALMQUIST, TAMI
<u>Division Director</u>	MACDONALD, STEVEN
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	SZAMBELAN, TIMOTHY
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

AngieS@fcsgroup.com	tpalmquist@spokanecity.org
akiehn@spokanecity.org	korlob@spokanecity.org
mkapaun@spokanecity.org	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	8/26/2024																																								
Submitting Department	DSC																																								
Contact Name	Tami Palmquist																																								
Contact Email & Phone	tpalmquist@spokanecity.org x6157																																								
Council Sponsor(s)	<u>CM Zappone, CM Cathcart</u>																																								
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:																																								
Agenda Item Name	DSC Fee Study – Additional Funds																																								
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 DSC entered into a contract with FCS Group to complete a cost of recovery fee study for the department. Due to revisions of data sets that were made within the original scope of work and additional meetings to review, we exceeded the original budgeted amount. The original contract was for \$106,270, an addition of \$15,749 is needed to complete the original scope of work. We would like to allocate a total not to exceed \$20,000 to cover any unforeseen overages in order to complete the project with no additional delays.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;">PHASE 3</th> <th style="text-align: left;">Tasks</th> <th style="text-align: right;">Original</th> <th style="text-align: right;">% Remaining</th> <th style="text-align: right;">Budget</th> </tr> </thead> <tbody> <tr> <td>13</td> <td>Prepare draft report</td> <td style="text-align: right;">\$14,710</td> <td style="text-align: right;">50%</td> <td style="text-align: right;">\$7,355</td> </tr> <tr> <td>14</td> <td>City review and comment</td> <td style="text-align: right;">0</td> <td></td> <td></td> </tr> <tr> <td>15</td> <td>Prepare final report</td> <td style="text-align: right;">\$3610</td> <td style="text-align: right;">100%</td> <td style="text-align: right;">\$3,610</td> </tr> <tr> <td>16</td> <td>Prepare draft fees ordinance</td> <td style="text-align: right;">\$3850</td> <td style="text-align: right;">100%</td> <td style="text-align: right;">\$3,850</td> </tr> <tr> <td>17</td> <td>Project administration</td> <td style="text-align: right;">\$4010</td> <td style="text-align: right;">15%</td> <td style="text-align: right;">\$602</td> </tr> <tr> <td>18</td> <td>Monthly check in meetings (30 mins ea.)</td> <td style="text-align: right;">\$3320</td> <td style="text-align: right;">10%</td> <td style="text-align: right;">\$332</td> </tr> <tr> <td></td> <td>Budget Request</td> <td></td> <td></td> <td style="text-align: right;">\$15,749</td> </tr> </tbody> </table>	PHASE 3	Tasks	Original	% Remaining	Budget	13	Prepare draft report	\$14,710	50%	\$7,355	14	City review and comment	0			15	Prepare final report	\$3610	100%	\$3,610	16	Prepare draft fees ordinance	\$3850	100%	\$3,850	17	Project administration	\$4010	15%	\$602	18	Monthly check in meetings (30 mins ea.)	\$3320	10%	\$332		Budget Request			\$15,749
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Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$126,270</u> Current year cost: \$126,270 Subsequent year(s) cost: NA																																									
Narrative: <u>The original contract was for \$106,270, an addition of \$15,749 is needed to complete the original scope of work. We would like to allocate a total not to exceed \$20,000 to cover any unforeseen overages in order to complete the project with no additional delays.</u>																																									
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.																																									
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)																																									
Operations Impacts (If N/A, please give a brief description as to why)																																									
What impacts would the proposal have on historically excluded communities?																																									

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

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

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



City of Spokane

CONTRACT AMENDMENT

Title: **DEVELOPMENT SERVICE CENTER COST OF SERVICE/FEE ANALYSIS**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **FINANCIAL CONSULTING GROUP, INC.**, whose address is 7525 116th Avenue NW, Suite D-215, Redmond, Washington 98052 as (“Consultant”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to conduct the Development Service Center Cost of Service/Fee Analysis; and

WHEREAS, additional funds are requested to complete Phase 3, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated October 11, 2023 and October 17, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on August 4, 2024, and shall run through August 3, 2025.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include the following Phase 3 work:

PHASE 3	Tasks	Original	% Remaining	Budget
13	Prepare draft report	\$14,710	50%	\$7,355
14	City review and comment	0		
15	Prepare final report	\$3610	100%	\$3,610
16	Prepare draft fees ordinance	\$3850	100%	\$3,850
17	Project administration	\$4010	15%	\$602
18	Monthly check in meetings (30 mins ea.)	\$3320	10%	\$332
	Budget Request			\$15,749

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4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTEEN THOUSAND SEVEN HUNDRED FORTY-NINE AND NO/100 DOLLARS (\$15,749.00)**, plus sales tax if applicable, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

FINANCIAL CONSULTING GROUP, 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:

N/A

24-0155



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Discussion

Date Rec'd

8/14/2024

Clerk's File #

ORD C36568

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept

FINANCE, TREASURY & ADMIN

Bid #

Contact Name/Phone

MATT BOSTON 625-6820

Requisition #

Contact E-Mail

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - SBO SPD SSP TERMINATION PAY

Agenda Wording

COS offered an early retirement incentive to Guild and Lieutenants & Captains members recently. The offer incentivized retiring in 2024 and 19 employees were approved to do so. Termination pay for these 19 employees is calculated to be \$1,627,100.

Summary (Background)

It is requested that ARPA interest earnings of \$1,224,512.54 be transferred to the Police department budget to fund these payouts. The difference will be covered by salary savings. Additionally, this SBO is correcting an oversight made on Council's ARPA re-allocation SBO (C36520) wherein the \$550,000 allocated to Criminal Justice Services was not properly transferred to that department's budget.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 1,774,512.54

Current Year Cost \$ 1,774,512.54

Subsequent Year(s) Cost \$ 0

Narrative

This is a one-time budget adjustment

Amount

Budget Account

Expense \$ 1,224,512.54

1425-XXXXX-97101-80101-XXXXX

Revenue \$ 1,774,512.54

0XX0-XXXXX-99999-39719-99999

Expense \$ 1,224,512.54

0680-11150-21250-512X0-99999

Expense \$ 550,000

0690-16100-23300-51001-99999

\$

#

\$

#

Council Briefing Paper

Finance & Administration Committee

Committee Date	August 26, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org 509-625-6820
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – SPD SSP Termination Pay
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
Summary What is the specific purpose or need for the budget adjustment? What changes or developments have triggered this request?	<p>COS offered an early retirement incentive to Guild and Lieutenants & Captains members recently. The offer incentivized retiring in 2024 and 19 employees were approved to do so. At retirement, these employees will receive termination pay wherein compensated absence leave banks will be paid out at applicable thresholds for vacation, sick, and comp time. Termination pay for these 19 employees is calculated to be \$1,627,100. The Police department does not have this included in its current budget.</p> <p>It is requested that ARPA interest earnings of \$1,224,512.54 be transferred to the Police department budget to fund these payouts. The difference will be covered by salary savings.</p> <p>Additionally, this SBO is correcting an oversight made on Council’s ARPA re-allocation SBO (C36520) wherein the \$550,000 allocated to Criminal Justice Services was not properly transferred to that department’s budget.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$1,774,512.54</u> Current year cost: \$1,774,512.54 Subsequent year(s) cost: N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Reserves Is this funding source sustainable for future years, months, etc? N/A, these are one-time budget adjustments. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> • What are the net impacts this adjustment will have on the specifically affected line items? 	

SPD will be funded to pay out the associated termination pay that comes with early retirement. Criminal Justice Services will finally receive the budget needed to fund several positions.

- What operational changes will occur because of this adjustment?

19 SPD employees will retire. 11 CJS employees will remain employed.

- What are the potential risks or consequences of not approving the budget adjustment?

Termination payouts will continue no matter what and if not partially funded by ARPA interest earnings, General Fund unappropriated fund balance will be reduced. The same goes for the CJS SBO correction.

- 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 SBO aligns with the SPD SSP MOU and the ARPA reallocation SBO.

What current racial and other inequities might this special budget ordinance address?

This SBO doesn't address any inequities.

ORDINANCE NO C36568

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the American Rescue Plan Fund and the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the American Rescue Plan Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$1,224,512.54.
- A) Of the increased appropriation, \$1,224,512.54 is provided solely for an operating transfer-out to the General Fund.

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$1,774,512.54.
 - A) Of the increased revenue, \$1,224,512.54 is provided solely for an operating transfer-in from the American Rescue Plan Fund in the Police department.
 - B) Of the increased revenue, \$550,000 is provided solely for an operating transfer-in from the American Rescue Plan Fund in the Community Justice Services department.
- 2) Increase appropriation by \$1,774,512.54.
 - A) Of the increased appropriation, \$665,013.54 is provided solely for terminated sick leave pay in the Police department.
 - B) Of the increased appropriation, \$559,499 is provided solely for terminated vacation leave pay in the Police department.
 - C) Of the increased appropriation, \$550,000 is provided solely for base wages in the Community Justice Services department.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to fund terminated pay for early SPD retirees and correct a previous ARPA allocation, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: PIES **Date:** 07/15/2024

Committee Agenda type: Discussion

Date Rec'd

7/3/2024

Clerk's File #

ORD C36569

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept

SOLID WASTE COLLECTION

Bid #

Contact Name/Phone

CHRIS AVERYT 625-6540

Requisition #

Contact E-Mail

CAVERYT@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4500-SOLID WASTE COLLECTIONS SBO-SIP LOAN REQUEST FOR TRUCK

Agenda Wording

Purchase of Solid Waste Collections trucks utilizing a Spokane Investment Pool (SIP) loan for a total cost of \$3,781,305.52 including tax.

Summary (Background)

Solid Waste Collections is requesting a Spokane Investment Pool (SIP) loan for \$3,781,305.52 to cover the cost of 2024 truck purchases. The vehicles were originally intended to be paid for with cash reserves. However, due to higher-than-budgeted Fleet costs, combined with other inflationary cost pressures, the Solid Waste budget is stretched thin. Cancelling the truck order of seven vehicles for 2024 would only result in continued increased fleet costs due to the current age of the fleet.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 3,781,306

Current Year Cost \$ 3,781,306

Subsequent Year(s) Cost \$

Narrative

Requesting an SBO for Spokane Investment Pool (SIP) funding of 2024 Capital purchases of Solid Waste Collections trucks.

Amount

Budget Account

Expense \$ 3,781,306

5901-XXXXX-XXXXX-56401-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Council Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Committee Date	July 15, 2024
Submitting Department	Solid Waste Disposal
Contact Name	Chris Averyt
Contact Email & Phone	caveryt@spokanecity.org , 509-625-6540
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Special Budget Ordinance – SIP Loan for Solid Waste Collections Truck Purchases
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>Solid Waste Collections is requesting a Spokane Investment Pool (SIP) loan for \$3,781,305.52 to cover the cost of 2024 truck purchases.</p> <p>The vehicles were originally intended to be paid for with cash reserves. However, due to higher-than-budgeted Fleet costs, combined with other inflationary cost pressures, the Solid Waste budget is stretched thin. Solid Waste revenues will cover all the departments operations costs but a SIP loan is requested to help cover the capital costs to maintain cash reserves if needed. Cancelling the truck order of seven vehicles for 2024 would only result in continued increased fleet costs due to the current age of the fleet.</p> <p>This SBO provides the budget authority needed for purchase once the loan itself is approved.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>3,781,306</u></p> <p> Current year cost: 3,781,306</p> <p> Subsequent year(s) cost:</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? Yes, SIP loan portfolio capacity</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 are the net impacts this adjustment will have on the specifically affected line items? Solid Waste Collections is taking on debt to be repaid in future years. 	

- What operational changes will occur because of this adjustment?
Solid Waste Collections will be able to receive new trucks in late 2024 into early 2025 to continue to provide all citizens and businesses with collection service.
- What are the potential risks or consequences of not approving the budget adjustment?
If this SBO is not approved, Solid Waste may not be able to keep up with current operational levels due to aging fleet.
- 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.

What current racial and other inequities might this special budget ordinance address?

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.

ORDINANCE NO C36569

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Facilities Management-Capital Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Facilities Management-Capital Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$3,781,306.
- A) Of the increased appropriation, \$3,781,306 is provided solely for machinery/equipment in the Solid Waste department.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to purchase trucks for operations in the Solid Waste Collections department, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Council Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Committee Date	August 19, 2024
Submitting Department	Solid Waste Disposal
Contact Name	Chris Averyt
Contact Email & Phone	caveryt@spokanecity.org , 509-625-6540
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Special Budget Ordinance – SIP Loan for Solid Waste Collections Truck Purchases
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
Summary What is the specific purpose or need for the budget adjustment? What changes or developments have triggered this request?	<p>Solid Waste Collections is requesting a Spokane Investment Pool (SIP) loan for up to \$4,000,000 to cover the cost of 2024-25 truck purchases.</p> <p>The vehicles were originally intended to be paid for with cash reserves. However, due to higher-than-budgeted Fleet costs, combined with other inflationary cost pressures, the Solid Waste budget is stretched thin. Solid Waste revenues will cover all the departments operations costs but a SIP loan is requested to help cover the capital costs to maintain cash reserves if needed. Cancelling the truck order of seven vehicles for 2024 would only result in continued increased fleet costs due to the current age of the fleet.</p> <p>This SBO provides the budget authority needed for purchase once the loan itself is approved.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>4,000,000 maximum</u> Current year cost: 4,000,000 maximum Subsequent year(s) cost:	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes, SIP loan portfolio capacity	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> • What are the net impacts this adjustment will have on the specifically affected line items? Solid Waste Collections is taking on debt to be repaid in future years. 	

- What operational changes will occur because of this adjustment?
Solid Waste Collections will be able to receive new trucks in late 2024 into early 2025 to continue to provide all citizens and businesses with collection service.
- What are the potential risks or consequences of not approving the budget adjustment?
If this SBO is not approved, Solid Waste may not be able to keep up with current operational levels due to aging fleet.
- 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.

What current racial and other inequities might this special budget ordinance address?

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.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Discussion

Date Rec'd

8/21/2024

Clerk's File #

ORD C36570

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

CHRIS WRIGHT 625-6210

Requisition #

Contact E-Mail

CWRIGHT@SPOKANECITY.ORG

Agenda Item Type

Emergency Ordinance

Council Sponsor(s)

MCATHCART JBINGLE

Agenda Item Name

0320 - SITING OF CITY-OWNED AND CITY-FUNDED SUPPORT FACILITIES

Agenda Wording

Emergency ordinance relating to the siting of city-owned and city-funded facilities providing comprehensive support services.

Summary (Background)

Current municipal code governs the siting of city-owned shelters and provides for both public outreach and good neighbor agreements prior to siting a homeless shelter facility. The proposed ordinance would expand the current code requirements to included city-funded facilities, and expands the scope to shelters and facilities providing comprehensive support services. The ordinance further outlines the requirements for good neighbor agreements. This is an emergency ordinance.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Some operational impact is assumed because the public outreach and prerequisites for siting city facilities are expanded, but those impacts have not been identified nor any fiscal cost associated with them quantified.

Amount

Budget Account

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

Committee Briefing Paper

Finance & Administration Committee

Committee Date	08/26/24
Submitting Department	City Council
Contact Name	Shae Blackwell
Contact Email & Phone	sblackwell@spokanecity.org / 625-6224
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Emergency Ordinance re siting of comprehensive support facilities
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>SMC 12.05.062 and 12.05.063 currently governs the siting of city facilities, including homeless shelters, and provides for both public outreach and good neighbor agreements prior to siting a city-owned homeless shelter facility. The proposed ordinance would expand the current code requirements to included city-funded as well as city-owned facilities, and expands the beyond shelters to any facility providing comprehensive support services, which are defined in the ordinance. The ordinance further outlines the requirements for good neighbor agreements and imposes other restrictions.</p> <p>This is an emergency ordinance and includes recitals to comply with recently adopted SMC 01.01.080.</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: <u>Some operational impact is assumed because the public outreach and prerequisites for siting city facilities are expanded, but those impacts have not been identified nor any fiscal cost associated with them quantified.</u></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>	
<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? <p style="text-align: center;">None identified.</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?

Unknown

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

The ordinance is intended to ensure full outreach, and to ensure implementation of measures to mitigate the impacts of certain facilities on nearby businesses and residents. The measures implemented should provide data and information on the success of the outreach and efforts to minimize negative impacts of such facilities.

- 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?

The ordinance is an expansion of current city policy as reflected in SMC 12.05.062 and 12.05.063.

Council Subcommittee Review

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

ORDINANCE NO. C36570

AN ORDINANCE relating to the siting and operation of city-owned and city-funded facilities, amending Sections 12.05.005, 12.05.062, and 12.05.063 of the Spokane Municipal Code, and declaring an emergency.

WHEREAS, the administration is intending to implement a strategy of siting shelters and other centers serving the homeless population throughout the city in a “scattered site” model; and

WHEREAS, the City Council supports the decentralized and “scattered site” approach to delivery of homeless services and siting of shelters and other facilities; and

WHEREAS, while supportive of the “scattered site” model, the City Council has long been mindful that locating homeless services in small business centers, neighborhoods and residential areas can have a negative impact on those areas without adequate planning to minimize the impacts;

WHEREAS, services for the homeless population historically have been situated in the downtown district and are predominantly located in lower income areas of Council District 1; and

WHEREAS, almost exactly two years ago, the Spokane City Council adopted Ordinance C36239 regarding the siting of City-owned facilities, including shelters, observing at the time:

.... public input, collaboration, and cooperation are all critical to the successful process of locating basic City facilities, to ensure that neighborhoods obtain all the benefits of basic city facilities while mitigating the detrimental impacts of those facilities; and

.... members of our community, regardless of where they live, their race, ethnicity, socio-economic status, or any other characteristic, deserve to have the benefit of open, collaborative and transparent interactions with their local government, particularly when it comes to decisions to locate or relocate basic city facilities in their neighborhoods; and

WHEREAS, Ordinance C36239, now codified as SMC Sections 12.05.062 and 12.05.063, requires public outreach and “good neighbor agreements” before siting of city-owned shelters; and

WHEREAS, the “scattered site” amounts to an expansion of city-funded facilities for the homeless but not necessarily “City-owned” shelters or related facilities, and by their terms SMC sections 12.05.062 and 12.05.063 would not apply to facilities not owned by the City but otherwise funded in part or in whole by the City; and

WHEREAS, to ensure the success of the “scattered site” model and to prevent the distrust of local government that arises from unilateral decisions to support the placement of city-funded shelters and homeless service in small business centers, neighborhoods and residential areas, the City

Council desires to amend the Spokane Municipal Code to ensure the placement of facilities under the “scattered site” model comply with the spirit and letter of Ordinance C36239; and

WHEREAS, the City must implement its comprehensive “scattered site” shelter plan as quickly as possible with the anticipated closure of the Trent Resource and Assistance Center, and such urgency is likely to override local concerns over siting of facilities unless a legal framework is enacted as quickly as possible to regulate the siting of both city-funded facilities as well as City-owned facilities; and

WHEREAS, the urgency to implement a scattered site plan, and the competing urgency to preserve the interests of small business centers, neighborhoods and residential areas, requires enactment of amendments to SMC sections 12.05.062 and 12.05.063 as soon as possible, in less than 30 days; and

WHEREAS, the administration’s implementation of the scattered site model outside the parameters of Ordinance C36239 is sudden, unexpected, and requires immediate action to prevent or mitigate the threat to small business centers, neighborhoods and residential areas; and

WHEREAS, the normal course of legislative procedures of the City Council cannot result in a timely expansion SMC sections 12.05.062 and 12.05.063 to ensure those provisions apply to both City-owned as well as City-funded facilities nor will it ensure the use of good neighbor agreements anticipated under the current municipal code provisions; and

WHEREAS, this ordinance is necessary for the immediate preservation of the public peace, health or safety or for the immediate support of City government and its existing public institutions,

NOW THEREFORE, the City of Spokane does ordain:

Section 1. Adoption of Findings.

Pursuant to Section 01.01.080 of the Spokane Municipal Code, the City Council adopts the foregoing recitals as findings in support of this emergency ordinance.

Section 2. Section 12.05.005 of the Spokane Municipal Code is amended as follows:

[Section 12.05.005](#) Definitions

- A. “Agent” means any person acting within the scope of employment by or acting on behalf of the City of Spokane including City-facility property managers.
- B. “Baby changing facility” means a table or other device suitable for changing the diaper of a child.

C. "Employee" means any person holding a regularly compensated position of employment with the City of Spokane including elected officers.

D. "Basic City Facility" or "Basic City Facilities" means public safety facilities, including fire and police stations, City-owned water reservoirs, and other utility facilities, city-owned ~~((homeless shelters))~~ and city-funded facilities providing comprehensive support services, and community centers. Provided that, utility facilities shall not include privately constructed utility facilities, stormwater facilities and conveyance systems, or water and wastewater utility transmission and distribution systems and related appurtenances, to include without limitation, pipe replacements and relocations; well upgrades; pump stations; lift stations, etc.

E. "City-funded facility" or "city-funded facilities" with respect to a facility providing comprehensive support services means a facility receiving any of its operating or capital expenditures from the city's general fund or special revenue or tax funds or broad based grants in any calendar year, but excluding from those expenditures any funds from other public or private sources for which the city is merely a fiscal or pass-thru agent.

F. "Comprehensive support services" means services encompassing addiction recovery services, resource distribution centers, congregate shelters, transitional or non-permanent housing. Such services include, but are not limited to, behavioral health services providers as defined in RCW 71.05.020.

((E)) G. "Federal civil immigration enforcement operations" means an operation than has one of its objectives the identification or apprehension of a person or persons in order to investigate them for a violation of the immigration law and subject them to one or more of the following:

1. Civil immigration detention;
2. Removal proceedings; and
3. Removal from the United States

((F)) H. "Good neighbor agreement" means a written agreement for communication and collaboration and which contains the following framework:

1. Establishment of a community roundtable consisting of at least the following stakeholders, each of whom commits to the requirements of this subsection H:
 - a. Representative of the city-funded facility operator;
 - b. Neighborhood council chair or designee;
 - c. Representative of each business district, business association, or BID that is within 1/4 mile of the facility;
 - d. City of Spokane Neighborhood Services;

- e. City of Spokane Police Department;
 - f. City of Spokane Code Enforcement;
 - g. Local representative of the funding agency for the facility; and
 - h. All immediately adjacent property owners, residents, and tenants.
2. Commitment of the community roundtable to meet at least monthly and to fulfill the following goals:
- a. Start and maintain open communication and understanding between the named parties in order to be responsible partners and neighbors to each other;
 - b. Develop procedures for resolving problems that may arise in the future;
 - c. Encourage early communication to identify and resolve differences;
 - d. Encourage a high level of high quality care and investment in the neighborhood;
 - e. Maintain and enhance public safety and livability;
 - f. Reduce crime in the neighborhood;
 - g. Contribute to the safety and well-being of everyone in the community by committing to treat everyone with respect;
 - h. Communicate with one another productively when questions, problems or differences arise, and resolve concerns at the lowest possible level; and
 - i. Foster a safe and welcoming community for everyone.
3. Commitment to maintain a website containing project information (type of facility, specific services, etc), a list of contacts for each named party, and a copy of the executed Good Neighbor Agreement.

((F)) I. "LEED" is a green building rating and certification system developed by the U.S. Green Building Council to evaluate environmental performance from a whole building perspective, including sites, water efficiency, energy & atmosphere, materials & resources, indoor environmental quality, locations & linkages, awareness & education, innovation in design, and regional priority.

((G)) J. "Nonpublic" means any area of a city facility or property that is not generally open and accessible to the general public, but instead requires prior to entry express permission, such as a valid ticket for a bona fide passenger, or permission by a city employee or an employee of a tenant in a city facility on an individual basis. Areas posted as "Restricted" in City facilities shall be considered to be non-public areas.

((H)) K. "United States Citizenship and Immigration Services" means the agency of the United States Department of Homeland Security and any successor agency charged with overseeing United States immigration laws.

((I)) L. “United States Customs and Border Protection” means the agency of the United States Department of Homeland Security and shall include any successor federal agency charged with border enforcement.

((K)) M. “United States Immigration and Customs Enforcement” means the agency of the United States Department of Homeland Security including Enforcement and Removal Operations and Homeland Security Investigations and shall include any successor federal agency charged with the enforcement of immigration laws.

((L)) N. “U.S. Green Building Council” is an organization serving as the nation’s foremost leaders from across the building industry working to promote buildings that are environmentally responsible, profitable, and healthy places to work and live.

Section 3. 12.05.062 of the Spokane municipal code is amended as follows:

Section 12.05.062 Siting of Basic City Facilities – Process

A. Prior to locating a Basic City Facility, or prior to locating, re-locating, re-opening, or funding a city-owned and/or city-funded facility providing comprehensive support services, the city shall undertake the following public process((-):

1. Convene at least one public community meeting and solicit written comment from members of the affected neighborhood council area(s) concerning the need(s) for the facility and the service(s) desired or required by the community, as well as identified service gap(s) to be addressed by the facility.
2. Publish any alternative locations considered for the proposed new or relocated Basic City Facility, to enable the residents of the affected neighborhood(s) of the relative merits and compliance with SMC 12.05.063 of each proposed alternative location and solicit comment on the proposed alternative locations in at least one open public meeting held in the affected neighborhood(s).

B. The Spokane City Council’s Equity Subcommittee shall review all responsive proposals and make a recommendation to the City Council based on at least the following criteria, to be given equal weight:

1. effective demonstrably needed service to impacted neighborhood residents;
2. responsiveness of the location to the demonstrated needs of the residents of an impacted neighborhood; ~~((and))~~
3. financial sustainability of the location;
4. evaluation of proposed comprehensive strategies for mitigation and prevention of any anticipated or unanticipated nuisance and/or criminal activity impacting surrounding neighborhood;
5. consideration of geographic equity, evaluating both current and historic distribution patterns of highly impactful services; and

6. the proposed Good Neighbor Agreement to be executed in connection with the facility.

- C. City services shall not be provided at the location unless the City Council has approved the location or relocation of a Basic City Facility. The locating, re-opening, re-locating or funding of a city-owned and/or city-funded facility providing comprehensive support services shall be approved by the city council, regardless of the amount of the fiscal commitment of the City to facility.

Section 4. 12.05.063 of the Spokane municipal code is amended as follows:

Section 12.05.063 Basic City Facilities – Criteria

- A. The following criteria shall be met before any decision to place a new or relocated Basic City Facility can be made:
1. For police precincts, the chosen location shall:
 - a. be visible to the public in a frequently-traveled location;
 - b. provide access for the public to onsite services and for officers responding to reports of crime;
 - c. be located within high visibility of patrol cars, foot and bicycle community policing patrols; and
 - d. provide adequate space and facilities for co-deployed services and reception provided through mutual agreement with Spokane C.O.P.S.
 2. For utility facilities:
 - a. the location must be designed to minimize conflicts with traffic to the extent consistent with efficient operations.
 - b. the location must be designed and operated to minimize noise, odor, dust, or other negative impacts due to the operation of the facility to the extent consistent with efficient operations.
 3. For city-owned (~~((homeless shelters))~~) and city-funded facilities providing comprehensive support services:
 - a. the location shall not be located within (~~((three blocks))~~) 1000 feet of schools;
 - b. the location must be accessible by public transportation; and
 - c. a good neighbor agreement must be executed and in place (~~((between the shelter provider and the surrounding businesses and the applicable neighborhood council))~~).
 - d. The physical space must maintain an internal courtyard or equivalent, to enable the prohibition of external loitering that may create a nuisance for neighbors.

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.

Section 7. Emergency Findings. Pursuant to Section 01.01.080 Spokane Municipal Code, the City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of five members of the City Council.

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:** Public Safety **Date:** 08/12/2024**Committee Agenda type:** Discussion**Date Rec'd**

7/12/2024

Clerk's File #

RES 2024-0083

Cross Ref #**Project #****Council Meeting Date:** 09/09/2024**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

CANDI DAVIS 625-6719

Requisition #**Contact E-Mail**

CLDAVIS@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

JBINGLE MCATHCART

Agenda Item Name

0320 - RESOLUTION SUPPORTING SPORTS OFFICIALS

Agenda Wording

Resolution commending sports officials in youth and amateur athletics.

Summary (Background)

The resolution recognizes that participation in athletics teaches values of fair play, respect for authority and the rule of law, and teamwork, and the resolution recognizes that sports officials are essential to athletics and instilling these core values. The resolution includes a provision to declare a particular month (not yet designated) as "Sports Officials Appreciation Month."

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

Not applicable

Amount**Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#

Committee Briefing Paper

Public Safety & Community Health Committee

Committee Date	August 12, 2024
Submitting Department	Spokane City Council
Contact Name	Candi Davis
Contact Email & Phone	cldavis@spokanecity.org
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Recognizing Sport Officials/Referee
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>Resolution commending sports officials in youth and amateur athletics. The resolution recognizes that participation in athletics teaches values of fair play, respect for authority and the rule of law, and teamwork, and the resolution recognizes that sports officials are essential to athletics and instilling these core values.</p> <p>The resolution includes a provision to declare a particular month (not yet designated) as "Sports Officials Appreciation Month."</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>	
<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? <p style="text-align: center;">This would create a safe and secure environment for all players and sport officials.</p> <ul style="list-style-type: none"> • 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.

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

Not applicable

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

This resolution constitutes a formal statement by the City of support for sports officials.

Council Subcommittee Review

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

No applicable subcommittee.

RESOLUTION NO. 2024-0083

A Resolution recognizing the contributions of sports officials in the City of Spokane.

WHEREAS, sports participation has been an integral part of American society for centuries and is an instrumental part of national life today; and

WHEREAS, sporting events have critical components to their continued success, such as players, coaches, fans, and sports officials; and

WHEREAS, sports officials are known as the neutral arbiters of American athletics, and instill fairness, fairly and impartially implement rules of the game, and provide valuable lessons of sportsmanship, teamwork, and respect for officials, administrators, and fellow athletes: and

WHEREAS, many sports officials volunteer their time or receive only minimal compensation and participate out of a sheer love of the game and to teach children who play the game the valuable lessons that are learned through participating in sports, such as working together to achieve a common goal; and

WHEREAS, sports officials are critical to every athletic contest, and every effort should be made to support sports officials and ensure there are a sufficient number of qualified sports officials to carry out these duties; and

WHEREAS, sports officials who give their time and energy to officiate games deserve the collective respect of Spokane citizens, and must have collective support while creating a safe and secure environment for participants to play; and

WHEREAS, young people observe both the good and bad behavior of their sports heroes, other athletes, coaches, and fans and often emulate that behavior in either a positive or negative manner; and

WHEREAS, as a society, Spokane citizens must act on the belief that respect for authority – whether on the field of athletics or in life overall - is critical to living, working, and playing together in a civil society governed by the rule of law.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spokane, State of Washington, expresses its appreciation to all those sports officials in recreational and school programs who do all they can to promote sports as a beacon to highlight positive behavior, and who ensure good sportsmanship and fair play in American athletics.

BE IT ALSO RESOLVED, that the City of Spokane recognizes the contributions of all sports officials and declares the month of _____ as Sports Officials Appreciation month.

ADOPTED by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: PIES **Date:** 08/19/2024

Committee Agenda type: Consent

Date Rec'd

8/16/2024

Clerk's File #

RES 2024-0084

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept

ENGINEERING SERVICES

Bid #

Contact Name/Phone

DAN BULLER 625-6391

Requisition #

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON KKLITZKE

Agenda Item Name

0370- RESOLUTION FOR AUTHORIZED ON-CALL CONSULTANT PUBLIC WORKS

Agenda Wording

Resolution for pre-authorized on-call consultants for WSDOT funded projects. Engineering utilizes specialty consultants; geotechnical and structural engineers, cultural resource, and surveyors to assist in the design/construction of numerous projects

Summary (Background)

Consultants are selected based on the requirements of RCW 39. A new selection process for each consultant is conducted every 2-3 years. This Resolution will pertain to consultants hired for WSDOT funded projects. Under WSDOT rules, we need to have a separate contracts with each consultant on each project, a requirement that will result in multiple contracts.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 1,200,000.00

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Expense \$ 1,200,000.00

Various

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

BULLER, DAN

Division Director

FEIST, MARLENE

Accounting Manager

ORLOB, KIMBERLY

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

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dbuller@spokanecity.org

jradams@spokanecity.org

nzollinger@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	8-19-24
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	On-call Consultant Authorizing Resolution for Public Works Projects
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"> Each year Engineering Services utilizes specialty consultants (geotechnical engineers, structural engineers, cultural resource consultants, real estate acquisition consultants, surveyors, etc.) to assist in the design and construction of various public works contracts. Those consultants are selected based on the requirements of RCW 39. A new selection process for each consultant is conducted every 2-3 years. This briefing paper pertains to consultants hired for WSDOT funded projects. Under WSDOT rules, we need to have a separate contract with each consultant on each project, a requirement that will result in multiple dozens of contracts. Each contract is typically in the \$20,000 - \$40,000 range although a couple may exceed \$50,000. To avoid coming to council multiple dozens of times for essentially the same thing, we are requesting a resolution authorizing Engineering Services to enter into contracts with the following firms up to/not to exceed the following dollar amounts. <ul style="list-style-type: none"> Geotechnical engineering (Budinger & Assoc.) - \$400,000 Cultural resources consultant (Westland Resources) - \$300,000 Real estate acquisition consultant (Common St. Consulting) - \$300,000 Surveying (Coffman Engineers) - \$200,000 Funds expended under these contracts are reimbursed by the public works project (generally a street or trail/sidewalk project) for which the consultant is hired, generally using state/federal loans/grants.
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$1.2M</u> Current year cost: \$400,000 Subsequent year(s) cost: \$800,000 (2025)	
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? Click or tap here to enter text.	

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?
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.

RESOLUTION NO. 2024-0084

A Resolution to authorize City of Spokane Engineering Services Department staff to enter into contracts for WSDOT funded projects, for on-call basis contracts with specialty consultants.

WHEREAS, the City of Spokane received funding from WSDOT for projects to be completed within the City; and

WHEREAS, as part of these WSDOT contracts, Engineering Services will need to hire specialty consultants on an on-call basis for these WSDOT projects; and

WHEREAS, the Specialty Consultants have been selected via a Request for Qualifications (RFQ) process meeting the requirements of state law; and

WHEREAS, there are four (4) Specialty Consultants which have been selected for the WSDOT contracts: (1) Geotechnical Engineering (Budinger & Associates, Inc.); (2) Cultural Resources Consultant (WestLand Resources, Inc., dba WestLand Engineering & Environmental Services, Inc.); (3) Real Estate Acquisition Consultant (Commonstreet Consulting, LLC.); and (4) Surveying (Coffman Engineers, Inc.); and

WHEREAS, WSDOT has changed their requirements to require individual project contracts for these Specialty Consultants to be separate for WSDOT funded projects, rather than use the City's master on-call contracts; and

WHEREAS, this Resolution authorizes Engineering Services Department to enter into four (4) on-call contracts with the above referenced Specialty Consultants for a three (3) year term as an "as-needed" project basis as follows, without further Council action:

- (1) Geotechnical Engineering (Budinger & Associates, Inc.) in an amount not to exceed \$400,000.00;
- (2) Cultural Resources Consultant (WestLand Resources, Inc., dba WestLand Engineering & Environmental Services, Inc.) in an amount not to exceed \$300,000.00;
- (3) Real Estate Acquisition Consultant (Commonstreet Consulting, LLC.) in an amount not to exceed \$300,000.00; and
- (4) Surveying (Coffman Engineers, Inc.), in an amount not to exceed \$200,000.00.

-- NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council moves to approve this Resolution and authorize City of Spokane Engineering Services Department to enter into the following on-call contracts for WSDOT funded projects, without further Council action:

- (1) Geotechnical Engineering (Budinger & Associates, Inc.) in an amount not to exceed \$400,000.00;

(2) Cultural Resources Consultant (WestLand Resources, Inc., dba WestLand Engineering & Environmental Services, Inc.) in an amount not to exceed \$300,000.00;

(3) Real Estate Acquisition Consultant (Commonstreet Consulting, LLC.) in an amount not to exceed \$300,000.00; and

(4) Surveying (Coffman Engineers, Inc.), in an amount not to exceed \$200,000.00.

ADOPTED by City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: PIES **Date:** 08/19/2024

Committee Agenda type: Discussion

Date Rec'd

8/7/2024

Clerk's File #

RES 2024-0085

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept

FINANCE, TREASURY & ADMIN

Bid #

Contact Name/Phone

CONNER 625-6091

Requisition #

Contact E-Mail

WTHORNE@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON KKLITZKE

Agenda Item Name

SIP LOAN FOR SOLID WASTE COLLECTIONS TRUCK PURCHASES

Agenda Wording

Solid Waste Collections is requesting a Spokane Investment Pool (SIP) loan for up to \$4,000,000 to cover the cost of 2024-25 truck purchases.

Summary (Background)

The vehicles were originally intended to be paid for with cash reserves. However, due to higher-than-budgeted Fleet costs, combined with other inflationary cost pressures, the Solid Waste budget is stretched thin. Solid Waste revenues will cover all the department's operations costs but a SIP loan is requested to help cover the capital costs to maintain cash reserves if needed.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 4,000,000

Current Year Cost \$ 4,000,000

Subsequent Year(s) Cost \$ 0

Narrative

This item is to request a SIP loan for up to \$4,000,000 to purchase solid waste collections trucks. There is an accompanying SBO request to provide the budget authority needed once this loan is approved as well. These are to be considered together.

Amount

Budget Account

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

Council Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Committee Date	August 19, 2024
Submitting Department	Solid Waste Disposal
Contact Name	Conner Thorne
Contact Email & Phone	wthorne@spokanecity.org , 509-625-6091
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 2 Minutes
Agenda Item Name	SIP Loan for Solid Waste Collections Truck Purchases
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>Solid Waste Collections is requesting a Spokane Investment Pool (SIP) loan for up to \$4,000,000 to cover the cost of 2024-25 truck purchases.</p> <p>The vehicles were originally intended to be paid for with cash reserves. However, due to higher-than-budgeted Fleet costs, combined with other inflationary cost pressures, the Solid Waste budget is stretched thin. Solid Waste revenues will cover all the departments operations costs but a SIP loan is requested to help cover the capital costs to maintain cash reserves if needed. Cancelling the truck order of seven vehicles for 2024 would only result in continued increased fleet costs due to the current age of the fleet.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$4,000,000.00</u></p> <p> Current year cost: \$4,000,000.00</p> <p> Subsequent year(s) cost: N/A</p> <p>Narrative: <u>This item is to request a SIP loan for up to \$4,000,000 to purchase solid waste collections trucks. There is an accompanying SBO request to provide the budget authority needed once this loan is approved as well. These are to be considered together.</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? Yes, SIP loan capacity</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? N/A – no relation • 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 – no relation 	

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? N/A – no relation

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. 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.

CITY OF SPOKANE, WASHINGTON

WASTE TO ENERGY EQUIPMENT, VEHICLES, AND APPARATUS

**LIMITED TAX GENERAL OBLIGATION BONDS
SERIES [YEAR] (TAXABLE)**

RESOLUTION NO. 2024-0085

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed \$4,000,000; establishing interfund loan facilities from the Spokane Investment Pool to finance capital needs for waste to energy equipment, vehicles, and apparatus; fixing the date, form, maturity, interest rate, terms and covenants of the bonds; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

ADOPTED AUGUST 12, 2024

PREPARED BY:

KUTAK ROCK LLP
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

**WASTE TO ENERGY EQUIPMENT, VEHICLES, AND APPARATUS
LIMITED TAX GENERAL OBLIGATION BONDS
SERIES [YEAR] (TAXABLE)
RESOLUTION NO. 2024-[____]**

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* This Table of Contents and the cover pages are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2024 –[____]

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed \$4,000,000; establishing interfund loan facilities from the Spokane Investment Pool to finance capital needs for waste to energy equipment, vehicles, and apparatus; fixing the date, form, maturity, interest rate, terms and covenants of the bonds; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

WHEREAS, the Solid Waste Collection Department (the “**Department**”) of the City of Spokane (the “**City**”) owns and operates a comprehensive solid waste system that burns municipal solid waste to recover energy in the form of electricity (the “**Waste to Energy Facility**”); and

WHEREAS, to efficiently operate the Waste to Energy Facility, the Department utilizes various pieces of equipment, vehicles, and apparatus including garbage trucks, many of which have exceeded their economic lifecycle and need to be replaced; and

WHEREAS, the Department has identified certain waste to energy capital needs for equipment, vehicles, and apparatus, including approximately seven (7) new garbage trucks in the appropriate total amount of \$3,782,000; and

WHEREAS, the Department does not presently have funds on hand in an amount necessary to purchase such equipment, vehicles, and apparatus, and the City Council of the City (the “**City Council**”) desires to support a capital funding methodology to provide a long-term, sustainable source of funding to the Department to make such purchases; and

WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to issue general obligation bonds for the purpose of financing the acquisition of waste to energy equipment, vehicles, and apparatus; and

WHEREAS, RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City’s Administrative Policy and Procedure for Investments (“**Investment Policy**”) authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the City now desires to authorize the issuance of a series of one or more limited tax general obligation bonds of the City to the Spokane Investment Pool (the “**SIP**”) to be designated the “City of Spokane, Washington, Waste to Energy Equipment, Vehicles, and Apparatus Limited Tax General Obligation Bonds, Series [YEAR] (Taxable)” in an aggregate

principal amount of not to exceed \$4,000,000 (the “**Bonds**”) to be used to finance the purchase of waste to energy equipment, vehicles, and apparatus and to pay the costs of issuance of the Bonds;

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

SECTION 1. DEFINITIONS. As used in this Resolution the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bonds. If the interest rate on any such Bonds is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Asset Management Fund means the City’s existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bonds shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bonds and all Draws thereon shall be paid into a separate account within the Asset Management Fund and used to pay the costs of the Projects.

Bond means the City of Spokane, Washington, Waste to Energy Equipment, Vehicles, and Apparatus, Limited Tax General Obligation Bonds, Series [YEAR] (Taxable), issued pursuant to this Resolution in the aggregate principal amount of not to exceed \$4,000,000.

Bond Owner or Registered Owner means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bonds.

City means the City of Spokane, Spokane County, Washington, a first-class city duly organized and existing under the laws of the State of Washington and its City Charter.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Draw or Draws means incremental draws on the Bonds as requested by the City.

Draw Period means the period during which the City may draw on the principal loan amount established hereunder, beginning on the date of issuance of the Bonds and ending two (2) years later.

Loan Draw Record means the administrative record kept by the SIP to record the date and dollar amounts of the Draws on the Bonds made by the City.

Maturity Date means a date established by SIP upon purchase of each Term Bond, in conformance with the semi-annual payment dates for each Term Bond, provided, such date shall not exceed the date that is five years from the date of issuance of each Term Bond.

Mayor means the Mayor of the City.

Outstanding Principal Balance of the Bonds means on any particular day the aggregate of all funds that the City has drawn from the SIP under the Bonds to that day, less the aggregate of all principal payments on the Bonds made by the City on or before that day.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington or the City’s Investment Policy as amended from time to time.

Projects means the plan for the acquisition of waste to energy capital needs for equipment, vehicles, and apparatus as specified and adopted in Section 3 of this Resolution.

Resolution means this Resolution, which authorizes, among other things, the City to issue the Bonds.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the date of any Draw, as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Term Bond means any borrowing outstanding on the multiple draw loan established hereunder that the City converts to a fixed rate term loan pursuant to the provisions of Section 5 of this Resolution.

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

SECTION 2. RULES OF INTERPRETATION. In this Resolution, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Resolution, refer to this Resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this Resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this Resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

SECTION 3. PLAN OF CAPITAL ACQUISITIONS.

The Department identified certain waste to energy capital needs for equipment, vehicles, and apparatus, including approximately seven (7) new garbage trucks in the appropriate total amount of \$3,782,000, for operation at the Waste to Energy Facility, which are anticipated to be acquired over the next year (the “**Projects**”). The City hereby approves such Projects. The Projects will be undertaken in accordance with specifications and contracts for acquisition approved by the Mayor, Council or their designees from time to time.

SECTION 4. AUTHORIZATION AND DESCRIPTION OF BONDS AND TERM BONDS.

To finance costs of the Projects, the City shall issue a series of Limited Tax General Obligation (“LTGO”) bonds of the City to the SIP in the aggregate principal amount of not to exceed \$4,000,000 (the “Bonds”) to establish an interfund loan facility with the SIP of not to exceed \$4,000,000; provided that the principal amount due and owing thereunder shall be measured by the total Draws made, as evidenced by the Loan Draw Record attached to the Bonds. The Term Bonds shall be designated the “City of Spokane Waste to Energy Equipment, Vehicle, and Apparatus Limited Tax General Obligation Bonds, Series [YEAR] (Taxable).”

The Term Bonds shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed the amount of a Draw, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date.

Each Term Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date of a Draw. Interest on each Term Bond shall be calculated on the basis of a year of 365/366 days and actual days elapsed. Each Term Bond shall be amortized to create approximately level debt service based on semiannual payments of principal and interest, with final payment of principal and all accrued interest on the applicable Maturity Date.

SECTION 5. SALE OF BONDS; ISSUANCE OF TERM BONDS.

(a) *Approval of Sale.* The City Council hereby approves the SIP's offer to purchase the Bonds and Term Bonds and to establish and secure an interfund loan on the terms set forth in this Resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City for the benefit of the SIP.

(b) *Draws on the Interfund Loan Facility.* During the Draw Period, requests for Draws on the interfund loan facility established hereunder may be made in writing in a form provided by or acceptable to the Chief Finance Officer of the City and shall provide SIP with no less than thirty (30) days' notice of the intent to draw on the facility.

(c) *Issuance of Term Bonds.* Upon payment of any Draw request, the City shall immediately convert the Draw amount to a Term Bond. Each Term Bond shall specify the principal amount, the issue date (which shall be the date of the Draw), the SIP Internal Lending Rate and the applicable Maturity Date, which shall not exceed five (5) years from the date of issuance of such Term Bond. On or prior to the Draw date, the SIP shall provide the City with an amortization schedule for the Term Bond and the applicable amount remaining available on the Bonds established hereunder.

At no time shall the Outstanding Principal Balance of the Bonds exceed \$4,000,000 and only the Outstanding Principal Balance of the Bonds shall be used for purposes of determining compliance with the diversification requirements set forth in Section 5.11 of the City's Investment Policy.

(d) *Prepayment.* At the option of the City, or upon demand of the SIP, the Outstanding Principal Balance of the Bonds may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. At the option of the City, any Term Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

SECTION 6. APPLICATION OF BOND PROCEEDS; DRAWS.

The proceeds of draws on the Bonds shall be expended solely to pay the costs of the Projects and pay the costs of issuing the Bonds, as authorized herein. Following the execution and delivery of the Bonds, the City shall notify the SIP in writing each time that a Draw is required to pay costs of the Project. The SIP will then notify the Treasurer of its intent to transfer a Draw (including the dollar amount of the Draw and the date on which the Draw amount will be transferred to the City). Draws can be made on the Bonds for a period of two (2) years after the effective date of this Resolution.

There has previously been created in the office of the Treasurer a special fund known as the Asset Management Fund. The proceeds of Draws on the Bonds shall be paid into the Asset Management Fund to provide for the payment of costs of the Projects and the payment of expenses incidental thereto. The Treasurer may invest any funds in the Asset Management Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Asset

Management Fund. The proceeds of any Draw shall be expended solely to pay the costs of the Projects or pay costs of issuance of the Bonds.

The Bonds are not intended to be a revolving obligation; the aggregate principal amount outstanding under the Bonds and any Term Bonds may never exceed \$4,000,000, and principal amounts repaid may not be reborrowed. The available principal of the Bonds shall be disbursed as borrowings from time to time by the SIP upon request from the City (each such disbursement herein referred to as a “**Draw**”), as provided in this Resolution. Draws shall be recorded on the Loan Draw Record attached to the Bonds, or in such other form as the City and the SIP may agree.

SECTION 7. PLEDGE OF FUNDS AND CREDIT.

To pay principal of and interest on the Bond and Term Bonds as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay when due the principal of and interest on the Bonds and Term Bonds. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

SECTION 8. REGISTRATION AND PAYMENTS.

The Treasurer shall act as authenticating agent, paying agent and registrar for the Bonds and Term Bonds (collectively, the “**Bond Registrar**”). Both principal of and interest on the Bonds and Term Bonds shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bonds and Term Bonds shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bonds and Term Bonds shall be paid upon presentation and surrender of the Bonds or Term Bonds to the Bond Registrar. The Bonds and Term Bonds are not transferable.

SECTION 9. EXECUTION AND AUTHENTICATION OF BONDS AND TERM BONDS.

The Bonds and Term Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon.

Only Bonds and Term Bonds that bear an Authentication and Registration Certificate in the form set forth in Section 10 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution. Such Authentication and Registration Certificate shall be conclusive evidence that the Bonds and Term Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

In case any of the officers who shall have executed the Bonds or Term Bonds shall cease to be an officer or officers of the City before the Bonds or Term Bonds shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds or Term Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery

and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bonds and Term Bonds may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bonds or Term Bonds shall be the proper officers of the City although at the original date of the Bonds or Term Bonds any such person shall not have been such officer of the City.

SECTION 10. FORM OF BOND.

The Bond shall be in substantially the following form:

NO. R-__	UNITED STATES OF AMERICA	\$4,000,000 (or as much thereof as is shown on the attached Loan Draw Record)
	STATE OF WASHINGTON CITY OF SPOKANE	
	WASTE TO ENERGY EQUIPMENT, VEHICLES, AND APPARATUS LIMITED TAX GENERAL OBLIGATION BONDS SERIES [YEAR] (TAXABLE)	

INTEREST RATE: SIP Internal Lending Rate, as described in the Bond Resolution, and subject to conversion to fixed rates for Term Bonds, as described in the Bond Resolution

MATURITY DATE: _____

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

TAX IDENTIFICATION #: 91-6001280

PRINCIPAL AMOUNT: FOUR MILLION AND NO/100 DOLLARS (or as much thereof as is shown on the attached Loan Draw Record)

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the “City”), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond, in an amount not to exceed the Principal Amount indicated above, plus interest.

This Bond is issued under authority of Resolution No. 2024-[____], adopted by the City Council on August 12, 2024 (the “Bond Resolution”), to document and secure an interfund loan from the Spokane Investment Pool (“SIP”) to pay a portion of the costs of acquiring waste to energy equipment, vehicles, and apparatus (the “Projects”) and to pay the costs of issuance of the Bond. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on a particular principal amount drawn on the interfund loan established hereunder shall be determined from the date the SIP honors the Draw, shall be set at the SIP Internal Lending Rate on that date of such Draw, and shall be calculated on the bases of a year of 365/366 days and actual days elapsed.

The cumulative total of all Draws on the interfund loan secured by the Bond (including any Term Bonds) may not exceed \$4,000,000.

Both principal of and interest on this Bond are payable in lawful money of the United States of America. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable. This Bond is prepayable upon demand of the SIP.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay such principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Authentication and Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this Bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this Bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ___ day of _____, 2024.

CITY OF SPOKANE, WASHINGTON

By _____ /s/_____
Mayor

ATTEST:

_____/s/
City Clerk

(SEAL)

AUTHENTICATION AND REGISTRATION CERTIFICATE

Date of Authentication: _____, 2024

This bond is the Waste to Energy Equipment, Vehicles, and Apparatus Limited Tax General Obligation Bonds, Series [YEAR] (Taxable) of the City dated _____, 2024 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane,
as Bond Registrar

By _____/s/

The Loan Draw Record shall be in substantially the following form:

CITY OF SPOKANE, WASHINGTON
WASTE TO ENERGY EQUIPMENT, VEHICLES, AND APPARATUS
LIMITED TAX GENERAL OBLIGATION BONDS, SERIES [YEAR] (TAXABLE)

LOAN DRAW RECORD

	Draw Date	Draw Amount	Draw Total
Draw No. 1			
Draw No. 2			
Draw No. 3			
Draw No. 4			
Draw No. 5			

SECTION 11. ONGOING DISCLOSURE.

The Bonds are not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bonds.

SECTION 12. PRIOR ACTS.

All acts taken pursuant to the authority of this Resolution but prior to its effective date are hereby ratified and confirmed.

SECTION 13. SEVERABILITY.

If any provision in this Resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Resolution and shall in no way affect the validity of the other provisions of this Resolution or of the Bonds.

SECTION 14. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

Adopted this 12th day of August, 2024.

CITY OF SPOKANE
Spokane County, Washington

Betsy Wilkerson, Council President

ATTEST:

Clerk

Mayor Lisa Brown

(SEAL)

APPROVED AS TO FORM:

City Attorney

Tanya L. Lawless, Bond Counsel



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 08/12/2024

Committee Agenda type: Discussion

Date Rec'd

8/8/2024

Clerk's File #

ORD C36567

Cross Ref #

Project #

Council Meeting Date: 08/26/2024

Submitting Dept

OMBUDSMAN - POLICE

Bid #

Contact Name/Phone

BART LOGUE 625-6743

Requisition #

Contact E-Mail

BLOGUE@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0030 - ORDINANCE AMENDING OMBUDSMAN NAME

Agenda Wording

Ordinance amending the title of the Office of Police Ombudsman to Office of the Police Ombuds

Summary (Background)

The Office of Police Ombudsman (OPO) and the Police Ombudsman Commission (OPOC) were established in 2013 with the adoption of Sections 129 and 130 of the Spokane City Charter. Per Section 129(D) of the Charter, the City Council enacted SMC Chapter 04.32 relating to the Office of Police Ombudsman and the Police Ombudsman Commission. This ordinance changes the name "Ombudsman" to "Ombuds" throughout the statutory provisions and clarifies the definition of "OPO" in current code.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ NA

Current Year Cost \$ NA

Subsequent Year(s) Cost \$ NA

Narrative

No fiscal impact

Amount

Budget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Briefing Paper

Public Safety & Community Health Committee

Committee Date	August 12, 2024
Submitting Department	Office of the Police Ombudsman
Contact Name	Bart Logue
Contact Email & Phone	blogue@spokanecity.org / 509-625-6743
Council Sponsor(s)	Dillon, Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Ordinance Change on OPO Funding and Name 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>The Office of Police Ombudsman (OPO) and the Police Ombudsman Commission (OPOC) were established by the people of Spokane in 2013 with the adoption of Sections 129 and 130 of the Spokane City Charter. Section 129(D) of the Spokane City Charter authorizes the City Council to further define the duties of the Ombudsman by ordinance; and accordingly, the City Council adopted Chapter 04.32 of the Spokane Municipal Code relating to the Office of Police Ombudsman and the Police Ombudsman Commission.</p> <p>It is the policy of the City of Spokane to incorporate gender-neutral terms in its municipal code. This ordinance would change the name of the “Ombudsman” to “Ombuds” throughout the statutory provisions relating to the OPO and OPOC.</p> <p>The current ordinance does not include a clear definition of “OPO.” This ordinance amends SMC 04.32.120 to provide a definition.</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: Not Applicable</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 checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) None identified</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? <p style="text-align: center;">The proposed name change would benefit the OPO’s outreach efforts by codifying a name that is more easily understood and gender neutral.</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?

Not applicable

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

Not applicable.

- 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 would make the OPO name gender neutral, consistent with city practice to make SMC provisions gender neutral.

Council Subcommittee Review

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

No applicable subcommittee.

ORDINANCE NO C36567

An ordinance renaming the Office of Police Ombudsman and the Office of Police Ombudsman Commission, and amending Sections 04.32.010 through 04.32.040, Sections 04.32.060 through 04.32.110, Section 04.32.130, and Sections 04.32.150 through 04.32.160 of the Spokane Municipal Code.

WHEREAS, the Office of Police Ombudsman and the Police Ombudsman Commission were established by the people of Spokane in 2013 with the adoption of Sections 129 and 130 of the Spokane City Charter; and

WHEREAS, Section 129.D of the Spokane City Charter authorizes the City Council to further define the duties of the Ombudsman by ordinance; and

WHEREAS, pursuant to Section 129.D of the Spokane City Charter, the City Council adopted Chapter 04.32 of the Spokane Municipal Code relating to the Office of Police Ombudsman and the Police Ombudsman Commission; and

WHEREAS, it is the policy of the City of Spokane to incorporate gender-neutral terms in its municipal code; and

WHEREAS, it is the desire of the City Council to amend the Ombudsman title to reflect the current trend toward gender-neutral titles.;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.32.010 of the Spokane Municipal Code is amended to read as follows:

Chapter 04.32 Office of the Police ((~~Ombudsman~~)) Ombuds (OPO)

Section 04.32.010 Office of ((~~Ombudsman~~)) the Ombuds

- A. The office of the police ((~~ombudsman~~)) ombuds (OPO) is established in order to:
1. help ensure that investigation of complaints against police officers are accomplished in a timely, fair, and thorough manner;
 2. provide visible, professional, independent civilian oversight of police officers;
 3. provide policy makers with recommendations on improvements to police policies, procedures, training and to improve the quality of police investigations; and
 4. reassure the public that investigations into complaints and allegations of police misconduct are conducted in a timely, thorough, and objective manner.

- B. The police (~~(ombudsman)~~) ombuds and any employee of the OPO must, at all times, be totally independent. Any findings, recommendations, and requests made by the OPO must reflect the independent views of the OPO with the support of the OPO Commission.
- C. No person shall attempt to unduly influence or undermine the independence of the police (~~(ombudsman)~~) ombuds, or any employee of the OPO, in the performance of the duties and responsibilities set forth in this chapter.

Section 2. That Section 04.32.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.020 Definitions

- A. "Chief" means the chief of the Spokane police department.
- B. "Commission" means the office of the police (~~(ombudsman)~~) ombuds commission.
- C. "Complainant" means any person who files a complaint against any commissioned member of the Spokane police department.
- D. "Complaint" means a complaint by any person of alleged police misconduct.
- E. "Designee" means a commissioned member of the Spokane Police Department.
- F. "Finding" means a conclusion reached after investigation.
- G. "IA" or "internal affairs" means the Spokane police department's investigative unit, whose responsibilities and procedures are described in the Spokane police department's Policy and Procedure Manual, as amended from time to time, to receive and investigate allegations of misconduct by Spokane police department employees.
- H. "Material to the outcome," "material statement," and "material fact" are those facts, evidence, or statements which tend to influence the trier of fact because of its logical connection with the issue. It is a fact which tends to establish any of the issues raised by the complaint or the defenses to the complaint.
- I. "Mediation" means a private, informal dispute resolution process in which a neutral third person, the mediator, helps disputing parties to reach an agreement. The mediator has no power to impose a decision on the parties.
- J. "Member" means a sworn employee of the Spokane police department about whom a complaint has been submitted to the Spokane police department or the OPO.
- K. "Misconduct" means conduct by a member during an encounter with a citizen, which conduct violates Spokane police department policies, procedures and/or canons of ethics.

L. “OPO” means the Police Ombuds appointed pursuant to this chapter and any employee of the OPO.

((L)) M. “OPO Involved Investigation” means an IA investigation where the complaint giving rise to the investigation, whether made to the police department or the OPO, is a complaint of a serious matter (complaints that could lead to suspension, demotion or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens.

((M)) N. “Policy-related issue” means a topic pertaining to the Spokane police department’s hiring and training practices, the Spokane police department’s policies and procedures, equipment, and general supervision and management practices, but not pertaining specifically to the propriety or impropriety of a particular officer’s conduct.

((N)) O. “Serious matter” means any complaint that could lead to suspension, demotion, or discharge.

Section 3. That Section 04.32.030 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.030 Functions and Duties

The functions and duties of the OPO are as follows:

A. The OPO will actively monitor all police department OPO Involved Investigations as provided herein.

B. The OPO may receive complaints from any complaining party, including, without limitation, citizens or employees of the police department. The OPO may conduct a preliminary investigation regarding the complaint for the purpose of determining whether to forward the complaint to IA. The preliminary investigation shall include, as appropriate, interviewing the complainant and interviewing any other person who the complainant asserts was subject to the improper use of force or improper/inappropriate interaction with an officer. If after this interview(s) the OPO is unable to determine whether the matter should be forwarded to IA, the OPO may conduct such additional interviews as are reasonably necessary to determine whether to forward the case to IA. If a complainant or witness refuses to have his or her interview recorded, he or she shall be asked to write out his or her complaint. All interviews will be conducted by the OPO. In the event the OPO is unavailable to conduct the initial interview, the complainant will be asked to prepare a written statement or taped oral narrative concerning the matter, allowing the OPO to subsequently determine whether an actual interview should be conducted. Officers will not be interviewed as part of the preliminary investigation, unless the complainant is an officer. If the complainant is an officer, the OPO may request an interview from the complainant officer as part of the preliminary investigation.

If the OPO determines that the complaint should not be forwarded to IA, the OPO may publish a closing report, which states the allegations of the complaint and the basis for the OPO's determination that the complaint did not need to be forwarded to IA. Neither this closing report nor the preliminary investigation shall be used for discipline; the closing report and any part of the preliminary investigation that is released shall not reveal the names of the officers involved. For each complaint where the OPO determines that the complaint does not need to be forwarded to IA, the OPO shall forward to IA its determination as well as the name of any complainant and/or witnesses and the details of the alleged complaint.

If the OPO determines that the complaint should be forwarded to IA, the OPO will forward the complaint and any preliminary investigation to IA within three business days for processing and, when appropriate, investigation. The OPO will not act upon complaints concerning events that occurred more than one year prior to the filing of a complaint. The OPO will not conduct separate disciplinary investigations, but may participate in all OPO Involved Investigation interviews and request that further investigation be conducted by IA as provided herein.

- C. In addition to complaints received by the OPO, IA will provide copies of all other OPO Involved Investigation complaints to the OPO within three business days. Once the case is closed, the OPO will return all case file materials to IA for retention consistent with the police department's record retention policy but will have subsequent access to closed cases.
- D. The OPO will have the opportunity to make a recommendation for mediation to the chief of police prior to investigation. In the event the department, the complainant, and the officer all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Assuming the officer participates in good faith during the mediation process, the officer will not be subject to discipline, and no disciplinary finding will be entered against the officer. Good faith means that the officer listens to all information presented and considers the issues raised by the complainant, and acts and responds appropriately. Agreement with either the complainant or the mediator is not a requirement of good faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to participate, the officer will be considered to have participated in good faith.
- E. Once any complaint is received by IA, including those forwarded to IA from the OPO, it shall be submitted to the chain of command for review per existing police department policy. When either the chief or his or her designee determines that the allegations warrant investigation, such investigation shall be approved, and IA will initiate the investigative process. The OPO will participate in that investigation process for OPO Involved Investigations as follows:
 - 1. Internal affairs will notify the OPO of all administrative interviews on all OPO Involved Investigations. The OPO may attend and observe interviews in person or by telephone and will be given the opportunity to ask questions

during the interview and after the completion of questioning by the department. The OPO will not participate in criminal investigations of department employees, but will be notified when the criminal investigation is concluded.

2. Upon completion of OPO Involved Investigations, IA will forward a complete copy of the case file to the OPO for review. The OPO will review the case file and determine whether the investigation was timely, thorough and objective.
- F. As a part of the review process, the OPO may conclude that further investigation is needed on issues deemed material to the outcome. The OPO will notify IA of the suggested further investigation. The OPO's suggestions and rationale for further investigation will be provided to IA in writing. The OPO and assigned investigator(s) will discuss the suggested further investigation and attempt to reach an agreement. If there is no agreement between the assigned investigator(s) and the OPO regarding the necessity, practicality, or materiality of the requested further investigation, the OPO will notify the chief (or designee) in writing of the OPO's suggestions and rationale for further investigation. The chief (or designee) will determine whether further investigation will be undertaken by IA. The chief (or designee) will provide his or her determination to the OPO in writing.

If the OPO is not satisfied with the determination of the chief, the OPO's request for further investigation may be presented to the commission, whose decision will be final. The decision of the commission will be based upon the OPO's written request and the chief's (or designee's) written response. Once the matter has been referred to and resolved by the commission, the IA investigation will be completed consistent with the determination by the commission on the OPO's request. After providing IA a reasonable opportunity to complete the further investigation, if the commission determines and specifically describes in writing how the IA investigation was not completed consistent with the commission's decision, the commission may again direct IA to complete the further investigation in the OPO's request, or the commission may publish a report stating what further investigation in the OPO's request the commission believes was not completed by IA. If the OPO has not yet made a certification decision, a certification decision shall be made by the OPO. In addition to its report, the commission may direct the OPO or a third-party investigator to complete the further investigation requested by the OPO; however, no such investigation may commence until the Chief has made a final, written discipline determination in the matter. If the commission contracts for a third-party investigation, it shall be conducted by someone with knowledge and experience in conducting a fair and objective law-enforcement investigation and who has no conflict of interest. The OPO or third-party investigator may request, but not require, participation by police officers in the investigation. Once the OPO or third-party investigator has completed the OPO requested investigation, the Commission may publish a report of the results of the investigation of the OPO or third-party investigation, so long as the report does not identify specific members of the

department and does not in any way comment on officer discipline (or lack thereof). The further investigation and/or the commission's report may not be used by the City as a basis to open or re-open complaints against any bargaining unit employees, including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline of bargaining unit employees may result from the OPO or third-party investigation.

After completion of the further investigation by IA, or the conclusion, by IA or the commission, that no further investigation by IA will be undertaken, the OPO will then certify whether or not, in the opinion of the OPO, the internal investigation was timely, thorough and objective. This determination will be made within five business days. Once the certification determination is made, the OPO will not be involved further in the disciplinary process in that case.

- G. The OPO will be notified if the Chief or designee determines that any complaint that meets the definition of an OPO Involved Investigation will not be investigated by IA. If the OPO believes that an investigation should be completed, the OPO shall notify the Chief or designee in writing. The OPO and Chief or designee will discuss the OPO's request for investigation and attempt to reach an agreement. The Chief will provide a written response to the OPO's request within fourteen days. If there is no agreement between the Chief or designee and the OPO regarding the investigation, the commission will decide whether the investigation requested by the OPO will be undertaken by IA, as provided in section (E). The decision of the commission will be based upon the OPO's written request and the Chief's (or designee's) written response. After providing IA a reasonable opportunity to undertake the investigation, if the commission determines and specifically describes in writing how IA failed to undertake an investigation consistent with the commission's decision, the commission may again direct IA to undertake an investigation, or the commission may direct the OPO to conduct an independent investigation into the complaint that meets the definition of an OPO Involved Investigation that the Chief determined would not be investigated by IA. The OPO may request, but not require, participation by police officers in the investigation. The OPO may publish a report of the results of the investigation, so long as the report does not identify specific members of the department and does not in any way comment on officer discipline (or lack thereof). Any released investigation will not identify specific members of the department. The OPO's investigation and/or report may not be used by the City as a basis to open complaints against any bargaining unit employee(s), including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline of bargaining unit employees may result from the OPO investigation.
- H. All disciplinary decisions will be made by the chief (or designee). The OPO shall not have a role in any disciplinary matter.
- I. The OPO will be provided a copy of any letter or other notification to an officer informing the officer of actual discipline imposed as a result of an internal affairs

investigation, or any notice of finding in the event that the complaint is not sustained.

- J. The OPO will be notified by IA within five business days of case closure of all OPO Involved Investigations. The OPO, in addition to the department's written notice of finding letter to the complainant, may send a closing letter to the complainant. The letter may summarize the case findings.
- K. Any complaining party who is not satisfied with the findings of the department concerning their complaint may contact the office of the police (~~ombudsman~~) ombuds to discuss the matter further. However, unless persuasive and probative new information is provided, the investigation will remain closed. In accordance with established arbitral case law, employees may not be disciplined twice for the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate burden of establishing compliance with this section rests with the City in any subsequent challenge to the discipline.
- L. Once the OPO has made a certification decision and the chief has made a final determination on the case, the OPO shall publish a closing report that summarizes the complaint, the OPO Involved Investigation, and the findings. The closing report will not disclose the names of officers or witnesses. The OPO's closing report shall not be used in disciplinary proceedings of bargaining unit employees.
- M. In addition to the investigative process, the OPO will have unimpeded access to all complaint and investigative files from OPO Involved Investigations for auditing and reporting purposes. The OPO shall not retain investigative files beyond one year and will return the same to Internal Affairs for safekeeping. At all times and including, without limitation, issuing written reports, the OPO will not release the name(s) of employees or other individuals involved in incidents or investigations nor any other personally identifying information. The OPO may make statistical observations regarding the disciplinary results of sustained internal investigations, but shall not take issue with discipline imposed by the chief of police in specific cases.
- N. The OPO may recommend policies and procedures for the review and/or audit of the complaint resolution process and review and recommend changes in departmental policies to improve the quality of police investigations and practices, including the IA investigation process. The OPO may independently investigate any non-disciplinary matter necessary to enable the OPO to issue policy and procedure recommendations. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The OPO will not make recommendations concerning discipline for specific cases or officers. If required by law, the City will engage in collective bargaining prior to adopting any such recommendations.

- O. The OPO shall not have access to legally privileged documents held by the city attorney or attorney-client communications held by the city attorney's clients. The OPO shall not disclose confidential records and shall be subject to the same penalties as the legal custodian of the records for any unlawful or unauthorized disclosure.
- P. The police (~~ombudsman~~) ombuds may propose rules and procedures required for the discharge of the police (~~ombudsman's~~) ombud's duties, including policies and procedures for receiving and processing complaints, monitoring investigations, and reporting findings, conclusions and recommendations to the commission. The OPO's rules and procedures must be consistent with state law and the collective bargaining agreement between the city and police guild. The OPO may not levy any fees for the handling of complaints or any other duties identified in this chapter.
- Q. Complaints against the (~~ombudsman~~) ombuds shall be directed to and investigated by the commission, with the assistance of the City's human resources department. Out of interests in comity, the OPO shall strive to let other entities perform any investigation of the Chief of Police.

Section 4. That Section 04.32.040 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.040 Critical Incidents

In the event an employee of the police department is involved as a principal, victim, witness, or custodial officer, where death or serious bodily injury results, or where deadly force was used regardless of whether any injury or death resulted, the (~~police ombudsman~~) OPO shall be notified immediately and shall act as an observer to any administrative or civil investigation conducted by or on behalf of the department. The police (~~ombudsman~~) ombuds and the chief shall develop necessary protocols for summoning the (~~ombudsman~~) ombuds to the incident for purposes of first-hand observation and subsequent monitoring of the investigation.

Section 5. That Section 04.32.060 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.060 Qualifications

The minimum qualifications for the position of the police ombuds are:

- A. legal, investigative, or prosecutorial experience within the five years prior to appointment;

- B. recent or current familiarity with police procedures within the five years prior to appointment;
- C. demonstrated ability to review investigations to ensure they are thorough and unbiased;
- D. successful completion of a criminal background investigation consistent with the requirements to become employed as a Spokane police officer;
- E. demonstrated ability to work with confidential information;
- F. a record of community involvement;
- G. an ability to build working relationships with and communicate effectively with diverse groups;
- H. established reputation for even-handedness in dealing with both complainants and the regulated parties and
- I. be a resident of Spokane County or become a resident of Spokane County within six months of the beginning of the appointment term and maintain such residency during the remainder of the term.

Section 6. That Section 04.32.070 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.070 Training

The police ((~~ombudsman~~)) ombuds shall continue his or her professional education throughout the period of employment as the ((~~ombudsman~~)) ombuds in subjects consistent with the responsibilities of employment. At a minimum, such training shall include:

- A. a training program in police procedures and orientation to the Spokane police department, including at least one ride-along with police within six months of appointment and at least two ride-alongs each year;
- B. attend the police department's Reserve Academy, or other similar training program, within one year of appointment, however, such training shall not result in a police commission,
- C. attend police department in-service training regarding current training and policy and procedure updates, as well as specialized training; and
- D. pursuit of certification from the National Association of Civilian Oversight of Law Enforcement (NACOLE) during the term of his or her appointment.

Section 7. That Section 04.32.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.080 Appointment

- A. Whenever there is a vacancy in the police ((~~ombudsman~~)) ombuds position due to expiration of term, resignation, sickness, death, retirement, conflict of interest, or any other reason, the commission shall, no later than the next regular meeting following its receipt of notice of the vacancy, convene a selection committee which shall consist of five members, and which shall forward to the commission its recommended list of no more than three candidates for the police ((~~ombudsman~~)) ombuds position, one of which shall be selected. The committee shall be composed of:
1. one member appointed by the Spokane Police Officers Guild,
 2. one member appointed by the Lieutenants and Captains Association,
 3. one member appointed by the city council,
 4. one member appointed by the mayor, and
 5. the fifth member selected by the other four members.
- B. The five member selection committee will select the committee's chair.
- C. The commission shall, within forty-five (45) days of its receipt of notice of a vacancy in the police ((~~ombudsman~~)) ombuds position, appoint an interim police ((~~ombudsman~~)) ombuds for a term not to exceed twelve (12) months. Should a permanent ((~~ombudsman~~)) ombuds not be selected and hired within the term of the interim police ((~~ombudsman~~)) ombuds, the commission may, with the prior approval of the city council, extend the interim police ((~~ombudsman~~)) ombuds' term for six (6) months. If the commission fails to appoint an interim ((~~ombudsman~~)) ombuds, the city council shall appoint an interim ((~~ombudsman~~)) ombuds, to serve until the permanent police ((~~ombudsman~~)) ombuds is hired.
- D. In order to remain prepared for future vacancies, the commission should maintain a list of applicants for the positions of interim and permanent police ((~~ombudsman~~)) ombuds from which future interview pools can be drawn.
- E. Any period of service as interim police ((~~ombudsman~~)) ombuds, by itself, shall not disqualify the person holding that office from being considered for the permanent police ((~~ombudsman~~)) ombuds position.
- F. The selection committee shall, according to its own process and organizing principles, forward a list of no more than three (3) qualified candidates for the position of permanent police ((~~ombudsman~~)) ombuds to the commission no later than one hundred twenty (120) days from the committee's formation. For purposes of this section, the "committee's formation" occurs when the final member of the committee is seated.
- G. No later than sixty (60) days after receiving the selection committee's list of qualified candidates for the position of permanent police ((~~ombudsman~~)) ombuds, the commission shall select one of the individuals on the list for appointment as permanent police ((~~ombudsman~~)) ombuds .

Section 8. That Section 04.32.090 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.090 Term

- A. The appointment of the police (~~(ombudsman)~~) ombuds shall be for an initial three-year term.
- B. A current police (~~(ombudsman)~~) ombuds may be reappointed for additional terms not to exceed three years upon reappointment by the commission. If commission does not approve the reappointment prior to the expiration of the appointment term, the appointment term shall expire at the end of the term.

Section 9. That Section 04.32.100 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.100 Removal

- A. The police (~~(ombudsman)~~) ombuds may not be removed from office during his or her term except for misconduct, inefficiency, incompetence, inability or failure to perform the duties of the office, negligence in the performance of the duties or failure to complete the requisite training. Compliance with the confidentiality provisions of this chapter is a condition of employment for all employees of the OPO. Inadvertent, de minimus disclosures shall not be considered a violation of this section.
- B. In such cases that warrant removal from office, removal shall be by a resolution adopted by a majority of the full commission subsequent to a public hearing by the commission.
- C. Nothing contained herein shall prevent the commission from declining to approve an appointment or reappointment.

Section 10. That Section 04.32.110 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.110 Reporting Requirements

- A. The police (~~(ombudsman)~~) ombuds reports, for administrative and executive functions, directly to the commission.
- B. The police (~~(ombudsman)~~) ombuds is not an employee of the Spokane police department and shall work independently from the Spokane police department.
- C. The police (~~(ombudsman)~~) ombuds shall make monthly reports jointly to the commission, the mayor, the police chief, and the Public Safety Committee

regarding the activities of the OPO. In addition, the police (~~(ombudsman)~~) ombuds shall make an annual report to the city council during a council meeting. The report shall contain:

1. statistical analysis documenting the number of complaints by category, disposition, and action taken;
2. analysis of trends and patterns;
3. recommendations.

Section 11. That Section 04.32.130 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.130 Annual Review of Office of the Police (~~(Ombudsman)~~) Ombuds

Subsequent to the annual report to the city council from the police (~~(ombudsman)~~) ombuds, the City shall review the OPO program to determine if amendments to this chapter or changes to the program are required.

Section 12. That Section 04.32.150 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.150 Office of the Police (~~(Ombudsman)~~) Ombuds Commission

- A. That an office of the police (~~(ombudsman)~~) ombuds commission (“commission”) be created consisting initially of five members.
- B. General Duties.

In addition to other duties enumerated in this chapter, the commission shall:

1. Appoint, reappoint and potentially remove the police (~~(ombudsman)~~) ombuds (OPO) pursuant to SMC 4.32.080 through 4.32.110;
2. Approve annual and long term goals of the OPO;
3. Approve OPO procedures and best practices;
4. Approve the OPO annual report;
5. Approve OPO recommendations regarding changes in police department policies and training;
6. Approve OPO rules and procedures required for the discharge of OPO duties, including policies and procedures for receiving and processing complaints, monitoring investigations, and reporting findings, conclusions

and recommendations. The rules and procedures approved by the commission shall be consistent with Washington state law and comply with the collective bargaining agreement between the city and the police guild.

7. Conduct and approve evaluations of the OPO and OPO personnel;
8. Request that the OPO examine or re-examine specific non-disciplinary policy or procedure issues and confirm or reject OPO requests for additional investigation by IA;
9. Assist OPO personnel in communicating with Spokane's diverse communities and the general public about the complaint filing and investigation process;
10. Make readily available to the public all commission reports, recommendations, and evaluations; and
11. Prepare and present an annual report to the city council.

C. Selection of Members.

1. Two members shall be nominated by the mayor and appointed by city council; and,
2. One member from each of the three city council districts nominated and appointed by city council.
3. The commission may, at any time, determine that more members are necessary to carry out the duties of the commission. Upon unanimous vote of all commission members and majority approval by the city council pursuant to an amendment to this section, additional members may be added to the commission two members at a time:

((4)) a. One additional member nominated by the mayor and appointed by city council; and,

((2)) b. One additional member nominated appointed by city council.

D. Officers.

The commission members shall annually choose their own chair and vice-chair, who will serve from January 1st through December 31st, and shall serve in that position for no more than three consecutive one-year terms. The chair (and vice-chair in the absence of the chair) will set the agenda for meetings, facilitate the meetings, speak on behalf of the commission and call any special meetings.

E. Qualifications.

1. Members of the commission shall be volunteers who immediately, prior to appointment, shall be:
 - a. A current resident of the city of Spokane;
 - b. Of the age of twenty-one years or older;
 - c. Able to pass an in-depth background investigation and have no convictions for crimes involving dishonesty or moral turpitude within the past seven years; and
 - d. Neither a current or former employee of the City of Spokane or Spokane police department, nor an immediate family member of a current City of Spokane or Spokane police department employee.
 - e. Able to establish a reputation for even-handedness in dealing with both complainants and the regulated parties.
2. The following characteristics shall be considered during the appointment process:
 - a. An absence of any real or perceived bias, prejudice, or conflict of interest;
 - b. A record of community involvement;
 - c. A demonstrated ability to be fair, impartial and unbiased;
 - d. An ability to build working relationships and communicate effectively with diverse groups;
 - e. Education, professional and/or personal experience including but not limited to judicial, legal, investigative, mental health and law enforcement experiences with the exception that a commission member shall not have been a law enforcement officer for two years prior to his or her appointment;
 - f. Contribute to the diversity of the commission so that the makeup of the commission reflects the diversity of the people most likely to have contact with members of the police department, including geographic, racial and disability diversity.
3. All commission members shall be required to sign a confidentiality statement confirming as a condition of service that they will not release the

name(s) of employees or other individuals involved in incidents or investigations, nor any other personally identifying information. Inadvertent, de minimus disclosures shall not be considered a violation of this section.

4. All commission members shall complete a ride-along with the police within six months of appointment. The police department shall make additional training available to commission members, including annual ride-alongs, the Reserve Academy, or other similar training programs, and department in-service training. Such training shall not result in a police commission.

F. Terms of Office.

1. Each commission member shall serve a three-year term and is eligible for re-appointment, except that no member shall be re-appointed after serving three consecutive full three-year terms.
2. The initial commission members will have staggered terms, with three members serving three years and two members serving two years.
3. A vacancy that occurs during the term of a member shall be filled in the same manner as the original appointment, and the appointee shall serve for the remainder of the expired term.
4. Each member shall continue to serve in such capacity until the member's successor has been duly appointed and is acting, provided, however, that the period shall not exceed ninety days past the expiration of the member's term.

G. Expectations.

1. Commission members shall participate in an appropriate training program to be established by the commission, the chief of police and/or the OPO so that they shall possess the knowledge to perform their duties.
2. Members of the commission shall agree in writing that they are subject to the City of Spokane code of ethics contained in chapter 1.04 SMC and an appropriate confidentiality agreement to be developed by the OPO and reviewed and maintained in collaboration with the commission.

H. Liability

It is the intent of the City that the commission members be free from personal liability for acts taken within the course and scope of carrying out their official duties and functions. The city will therefore defend and indemnify members to the maximum extent permitted under the city's insurance program and indemnification policy.

I. Removal.

A member of the commission may be removed from office by the city council prior to the normal expiration of his/her term for consistent failure to perform commission member duties, for having a real or perceived bias, prejudice or conflict of interest, or for violating the statement of principles, code of conduct, or confidentiality agreement.

J. Meetings and Procedures.

1. The commission may appoint from its membership committees as necessary to perform its duties.
2. Commission members are expected to maintain a minimum of seventy-five percent meeting attendance on an annual basis.
3. The commission shall hold regular meetings with an opportunity for public comment at least quarterly, and the commission and its committees may hold additional meetings as necessary.
4. No business of the commission shall be conducted at a meeting without at least a quorum of three members.
5. All actions of the commission shall be made upon a simple majority vote of the members present.
6. Meetings of the commission shall be open to the public except when the commission has determined a closed executive session, in accordance with RCW 42.30.110, is necessary in order to carry out its business.
7. The commission shall prepare and present an annual report to the city council that:
 - a. Summarizes the commission's activities, findings, and recommendations during the preceding year;
 - b. Summarizes the OPO's recommendations for changes to the police department's policies, procedures and training during the preceding year;
 - c. Evaluates the work of the OPO, including whether the OPO is performing required duties.
8. The commission shall evaluate the performance of the OPO. In doing so, the commission:

- a. Shall establish criteria by which to evaluate the work of the OPO;
 - b. Shall review, comment on and assist in maintaining policies, procedures and operating principles for the OPO;
 - c. Shall monitor status reports from the OPO; and
 - d. May conduct periodic evaluations of the complaint intake and handling system to identify process improvements and/or ensure complaints are being treated fairly with due diligence.
9. The commission's policies and procedure required for the discharge of its duties shall be consistent with Washington state law and the collective bargaining agreement between the city and police guild.
10. The commission shall have no involvement concerning discipline for specific cases or officers.

Section 13. That Section 04.32.160 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.160 Funding

The city council shall maintain funding necessary to appropriately staff the office of the police (~~((ombudsman))~~) ombuds and the commission, including adequate staff to enable to (~~((ombudsman))~~) ombuds to perform the required duties and responsibilities of the office as well as providing staff assistance to the police (~~((ombudsman))~~) ombuds commission.

Section 14. 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 15. 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: PIES **Date:** 08/19/2024

Committee Agenda type: Consent

Date Rec'd

8/6/2024

Clerk's File #

ORD C36571

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept

CITY ATTORNEY

Bid #

Contact Name/Phone

TIMOTHY 6218

Requisition #

Contact E-Mail

TSZAMBELAN@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON KKLITZKE

Agenda Item Name

0500 BNSF RAILWAY COMPANY FRANCHISE AGREEMENT

Agenda Wording

An Ordinance Granting to BNSF Railway Company, a Delaware Corporation, a Franchise Agreement for the right to construct, maintain, and operate a railway within certain described limits of the City of Spokane for a period of twenty-five (25) years.

Summary (Background)

BNSF has been operating their railway through Spokane area before the State of Washington was created. The main railroad lines operating through the City of Spokane were granted their right of way access by the federal government. The proposed franchise updates the existing spurs tracks locations that are still operated and maintained by BNSF in the City. The term of the franchise is 25 years.

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

SCHOEDEL, ELIZABETH

Division Director

Accounting Manager

BUSTOS, KIM

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

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Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Legal
Contact Name	Tim Szambelan
Contact Email & Phone	tszambelan@spokanecity.org (509) 625-6218
Council Sponsor(s)	Council President Betsy Wilkerson & Councilman Michael Cathcart,
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5-10 minutes
Agenda Item Name	Burlington Northern Santa Fe Railroad Company
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>BNSF has been operating their railway through Spokane area before the State of Washington was created. The main railroad lines operating through the City of Spokane were granted their right of way access by the federal government. In 2023 BNSF and the City begin discussions on renewing two expired franchises that involved to spur tracts that were built after the City of Spokane was formed. A GIS review of the spur track locations showed that a few of the spur tracks had been removed over the past decades. The proposed franchise updates the existing spurs tracks locations that are still operated and maintained by BNSF in the City.</p> <p>The term of the franchise is 25 years.</p>
Proposed Council Action	Approve
Fiscal Impact	
Total Cost: <u>No Fiscal Impact to the City of Spokane. Could receive utility tax.</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: No expenditure to the City of Spokane. BNSF did pay a \$3,000 franchise application fee.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts Obtaining Obstruction Permits for the installation of fiber.	
What impacts would the proposal have on historically excluded communities? No known impacts.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? The franchise agreement pertains to railroad spur tracks that have been in place for over 50 years.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? There will be review/oversight by city individuals for the permits issued for the work in the public right of way.	

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? The proposed franchise is in compliance with right of way policies and the Spokane Municipal Code.

ORDINANCE NO. C36571

AN ORDINANCE GRANTING TO BNSF RAILWAY COMPANY, A DELAWARE CORPORATION, A FRANCHISE AGREEMENT FOR THE RIGHT TO CONSTRUCT, MAINTAIN, AND OPERATE A RAILWAY WITHIN CERTAIN DESCRIBED LIMITS OF THE CITY OF SPOKANE FOR A PERIOD OF TWENTY-FIVE (25) YEARS.

WHEREAS, the City of Spokane adopted Ordinance No. 395 in 1911 granting the Northern Pacific Railway Company the right and franchise to construct, maintain, and operate a railway within the City of Spokane for 50 years; and

WHEREAS, the City adopted Ordinance No. 21745 in 1972 granting Burlington Northern Inc. a franchise that authorized the construction, operation, and maintenance of a railway within the City of Spokane for a 25-year period; and

WHEREAS, the term of the franchise expired in 1997; and

WHEREAS, ownership of the railway has been transferred to BNSF Railway Company, a Delaware corporation; and

WHEREAS, BNSF Railway Company has requested a new agreement for a period of twenty-five (25) years granting the right and franchise to construct, maintain, and operate a railway within the City of Spokane.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SPOKANE, WASHINGTON DOES ORDAIN AS FOLLOWS:

Section 1. The terms and provisions of Ordinance No. 21745 related to the granting of the right and franchise to construct, maintain, and operate a railway is hereby superseded and replaced by the terms and provisions set forth in this ordinance.

Section 2. The City hereby grants to BNSF Railway Company, a Delaware corporation (hereafter "Grantee"), and to Grantee's successors and assigns, and to any assignee of the railway rights as permitted in this ordinance, the right, privilege, franchise and authority, for and during the period of twenty-five (25) years from the effective date of this ordinance and subject to all the conditions and provisions hereof, to construct, maintain, and operate a railway in streets and other public thoroughfares of the City of Spokane (hereafter "City"), whose boundaries, in whole or in part, may now or hereafter be included within the City limits. The location of such railway facilities is described in Exhibit A and further described as follows:

2.1 a railroad switching-lead track in and along Alki Avenue and across Fiske Street, Greene Street, Ralph Street, Thor Street, Ferrall Street, Freya Street, Sycamore Street, Rebecca Street, and Julia Street; and

2.2 a railroad spur track in and along Alki Avenue and across Ralph Street; and

2.3 a railroad spur track in and along Alki Avenue and across Rebecca Street and in the center lines of which are described substantially as follows:

Beginning at a point in the west line of Fiske Street extended distant 18 feet north from the south line of Alki Avenue; thence east parallel with said south line to a point of curve extended between Rebecca and Julia Streets; thence easterly and northeasterly on a 15-degree curve to the left to a point the north line of Alki Avenue.

Also, beginning at a headblock in the first-described center line distant approximately 110 feet from the west line of Ralph Street; thence easterly along a reverse curve to the right and left to a point in the east line of Ralph Street distant approximately 5 feet south from the south line of Alki Avenue.

Also, beginning at a headblock in the first-described center line distant approximately 65 feet west from the west line of Rebecca Street; thence easterly on a reverse curve to the right and left approximately 175 feet to a point of tangent distant approximately 3 feet north from the south line of Alki Avenue; thence east parallel with said south line to a point distant approximately 40 feet east from the west line of Julia Street extended.

Section 3. Grantee shall comply with all applicable City standards for road surface smoothness. Whenever Grantee, in the exercise of the rights granted by this ordinance, or any of them, shall disturb or obstruct the surface and/or subsurface of any street or other public thoroughfare or any public or quasi-public utility lines, poles, mains or similar improvements, the Grantee shall, as soon as is reasonably practicable, restore the same to as good of condition as existed before such disturbance. If such repairs or restoration is not completed within ninety (90) days, the City shall provide to Grantee at least twenty (20) days' advance written notice of the City's deadline for completion of said work. If Grantee does not meet the deadline or receive City approval of Grantee's written action plan setting forth justification for additional time, the City shall have the right to cause such repairs or restoration to be made and Grantee hereby agrees to pay to the City all reasonable and necessary costs for such repair or restoration upon receiving written documentation and notification from the City.

Section 4. The construction, maintenance, and operation of any such railway under the franchise granted by this ordinance shall not preclude the City, its accredited agents, or its contractors from blasting, tunneling, grading or doing other necessary work for the maintenance and/or installation of public utilities (including those installed by quasi-public bodies) and/or the construction, repair and maintenance of streets or other public thoroughfares contiguous to Grantee's railway, provided the City shall give Grantee not less than fourteen (14) days' prior notice, or in the event of an emergency not less than twenty-four hours' prior notice, in writing, of said blasting, excavating or other similar work so that Grantee may protect their railway and other property. The City shall repair and

restore any railroad facilities that may be damaged by the work authorized by this Section 4.

Section 5. The Grantee accepts this franchise and all rights conferred hereunder for the use and occupation of any portion of the City's streets or other thoroughfares, to construct, maintain and operate a railway.

Section 6. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns and independent contractors of the Grantee, and all privileges of the Grantee shall inure to its successors, assigns and such contractors equally as if they were specifically mentioned wherever the Grantee is mentioned.

Section 7. All provisions or conditions herein enumerated shall be deemed to be automatically amended to comply with and conform to any future amendment or other change in any state law of Washington affecting such enumerated provision or condition.

Section 8. The Grantee and the City each covenant to indemnify and save harmless the other party from all claims, actions, liabilities, obligations, or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation, or property by reasons of any negligent acts or omissions, or faulty construction, defective material or equipment operation resulting from the improper construction, maintenance, repair or operation of Grantee's railway or City's right of way. In any suit or action that is brought against the City or Grantee arising out of or by reason of any of the above-mentioned causes, the indemnifying party will, upon notice of the commencement of such action, defend the same at its sole cost and expense. In the event that judgment is rendered against the indemnified party in such suit or action, the indemnifying party will fully satisfy said judgment. In the event of concurrent negligence, each party shall be responsible for its proportional share of liability.

Section 9. Insurance.

9.1. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement. Grantee has permission to self-insure the above general liability requirement.

9.2. For liability determined by governing judicial proceedings to be the responsibility of Grantee, Grantee's insurance policy or self-insurance shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, Grantee shall provide a letter of self-insurance that will be good for the term of the agreement.

Section 10. If any provision of this ordinance or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared to be severable.

Section 11. All notices, requests, demands, and other communications required by this ordinance will be in writing and be delivered to the parties at the following addresses or such other address that a party may designate by written notice to the other party from time to time:

If to City:
City of Spokane
Attn: Public Works Department
808 West Spokane Falls Blvd.
Spokane, WA 99201-3326

If to Grantee:
BNSF Railway Company
Attn: Facility Lease Administration
2650 Lou Menk Drive – MOB-2
Fort Worth, TX 76131

With a copy to:

BNSF Railway Company
Attn: Corporate Real Estate
2650 Lou Menk Drive – MOB-2
Fort Worth, TX 76131

All notices will be deemed complete upon personal service, delivery by a recognized overnight courier the notice address, or another address as a party may identify in writing (email shall not be sufficient).

Section 12. The Grantee shall provide, at its sole cost and expense, crossbucks at railroad crossings as may be required by federal or state law.

Section 13. (Franchise Administration) Questions of application or interpretation of this Franchise are determined by the City's Public Works Director or their designee ("Administering Officer") or a court of competent jurisdiction. The Administering Officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary, and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all Franchise obligations, time is of the essence. All City acts under this Franchise are discretionary, guided by considerations of the public health, safety, esthetics and convenience.

Section 14. (Miscellaneous)

14.1. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned, or delayed; provided, however, that Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee, without the City's consent. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

14.2 No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

14.3. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

14.4 No forbearance by either party to this Franchise of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the other party's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days' written notice to the Administering Officer, subject to acceptance by the City, by a resolution of the City Council.

14.5. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

14.6. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by

any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as flood, back water caused by flood, tornado, earthquake, volcanic eruption, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise; war or civil disorder; vandalism; or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay. Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured so as to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

14.5. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

PASSED BY THE CITY COUNCIL ON _____, 2024.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. _____, effective _____, 2024.

I, Joyia Nevels, am the Manager Real Estate of BNSF Railway Company, a Delaware Corporation. and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of BNSF Railway Company.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this _____ day of _____, 2024.

Witness: _____



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Discussion

Date Rec'd

8/15/2024

Clerk's File #

CPR 2000-0031

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

JACKSON DEESE 6718

Requisition #

Contact E-Mail

JDEESE@SPOKANECITY.ORG

Agenda Item Type

Special Considerations

Council Sponsor(s)

ZZAPPONE BWILKERSON

Agenda Item Name

0320 - RECOMMENDATIONS FROM THE TACI FOR FUNDING ALLOCATION

Agenda Wording

Recommendations from the Tourism and Cultural Investment Committee for funding allocations.

Summary (Background)

Terrain BrrrZaar - \$10,000 Nuestras Raices/Tacos y Tequila - \$10,000 Northwest Improv Fest - \$10,000 The Boulevard Race - \$5,000 Asian/Native Hawaiian/Pacific Islander Heritage Festival - \$10,000 Montvale Holiday Market - \$10,000 Riverfront Trail of Lights - \$5,000 International Food Festival - \$10,000 Boomjam Music and Arts Festival - \$10,000 Garland Pride - \$5,000 Parks/New Year's Eve Celebration - \$5,000 Dom+bomb Presents: Spokane Fashion Weekend - \$10,000 Kaleidoscope Festival - \$10,000

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Neutral \$ 110,000

1590-25300-57300-54201-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	8/26/24
Submitting Department	CITY COUNCIL
Contact Name	JACKSON DEESE
Contact Email & Phone	jdeese@spokanecity.org
Council Sponsor(s)	Zappone;
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 10 min
Agenda Item Name	
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>Recommendations from the Tourism and Cultural Investment Committee for funding allocations.</p> <p>Terrain BrrrZaar - \$10,000 Nuestras Raices/Tacos y Tequila - \$10,000 Northwest Improv Fest - \$10,000 The Boulevard Race - \$5,000 Asian/Native Hawaiian/Pacific Islander Heritage Festival - \$10,000 Montvale Holiday Market - \$10,000 Riverfront Trail of Lights - \$5,000 International Food Festival - \$10,000 Boomjam Music and Arts Festival - \$10,000 Garland Pride - \$5,000 Parks/New Year's Eve Celebration - \$5,000 Dom+bomb Presents: Spokane Fashion Weekend - \$10,000 Stage Left/Kaleidoscope Festival 2025 - \$10,000</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>\$110,000</u> Current year cost: \$110,000 Subsequent year(s) cost: TBD	
Narrative: <u>Tourism and Cultural Investment dollars come from Lodging Taxes that get reinvested into the community to support local events that attract visitors from out of town to recirculate those dollars by staying in hotels and purchasing goods during their stay.</u>	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Taxes Is this funding source sustainable for future years, months, etc? The Committee is tasked with providing dollars to events and organizations that can replenish the fund by bringing tourists to Spokane that stay in hotels and purchase goods.	
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?

Part of the scoring criteria for these applications included Diversity, Equity, and Inclusion. The Committee was very receptive to organizations that put thought into their respective responses.

- 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?

Funded organizations will be asked to report back to the Committee how they were successful and how the allocated funding supported their event(s).

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

Number of hotel-night stays, and replenishment of the Tourism and Cultural Investment Fund.

- 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?

Supports the local economy through a diverse list of events that bring tourists to Spokane on a recurring basis.

Council Subcommittee Review

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

Recommendations came from Tourism and Cultural Investment Committee.

	A	B
1	BrrrZAAR	\$ 10,000.00
2	Tacos y Tequila	X
3	Northwest Improv Fest	\$ 10,000.00
4	The Boulevard Race	\$ 5,000.00
5	Asian Native Hawaiian Pacific Islander Heritage Festival	\$ 10,000.00
6	Montvale Holiday Market	\$ 10,000.00
7	Riverfront Trail of Lights - Parks	\$ 5,000.00
8	International Food Festival	\$ 10,000.00
9	Boomjam Music and Arts Festival	\$ 10,000.00
10	Garland Pride	\$ 5,000.00
11	New Year's Eve Celebration - Parks	\$ 5,000.00
12	dom+bomb Presents: Spokane Fashion Week-End	\$ 10,000.00
13	Kaleidoscope Festival 2025/ Stage Left	\$ 10,000.00