

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

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

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the February 13, 2023, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of February 13, 2023:

1:15 p.m. Committee Meeting: 1-408-418-9388; access code: 2491 952 4023; password: 0320

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2497 452 1932; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2480 225 4563; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2480 676 7327; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, February 13, 2023. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

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

The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during public testimony on legislative items (two minutes for open forum)!**

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

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

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

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

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

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items during the Council's legislative session: the consent agenda as a whole, all first reading ordinances together (with the exception of first reading ordinances associated with Hearings, which shall be taken separately), final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.

- C. Each person speaking in a public Council meeting shall verbally identify themselves by true first and last name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted.
- F. A speaker asserting a statement of fact may be asked by a Council Member to document and identify the sources of the factual datum being asserted.
- G. When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. City employees may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time or while in uniform; or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. When any person, including members of the public, City staff, and others, are addressing the Council, Council Members shall observe the same decorum and process, as the rules require among the members *inter se*. That is, a Council Member shall not engage the person addressing the Council in colloquy but shall speak only when granted the floor by the Council President. All persons and/or Council Members shall not interrupt one another. The duty of mutual respect and avoiding unlawful harassment set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, newly revised*, shall extend to all speakers before the City Council. The City Council's Director of Policy and Government Relations and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak. All persons attending City Council Meetings or City Council sponsored meetings shall refrain from unlawfully harassing other attendees or risk being removed and/or prohibited from attending future meetings.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker unless the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- C. No public testimony shall be taken on amendments to consent or legislative agenda items, votes to override a Mayoral veto, or solely procedural, parliamentary, or administrative matters of the Council.
- D. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- E. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:

1. Following an assessment by the chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the chair may grant the same procedural and time allowances to each group or groups, as stated previously.
 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- F. The time taken for staff or Council Member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.
- G. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.

THE CITY OF SPOKANE



CURRENT COUNCIL AGENDA

MEETING OF MONDAY, FEBRUARY 13, 2023

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEN BEGGS

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

City of Spokane Guest Wireless access for Council Chambers for February 13, 2023:

User Name: **COS Guest**

Password: **K8vCr44y**

**Please note the space in user name.
Both user name and password are case sensitive.**

LAND ACKNOWLEDGEMENT

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

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

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

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

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

BRIEFING AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking at the public microphone shall verbally identify themselves by their true first and last name, city of residency and, if appropriate, representative capacity.
- Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk. (If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- City staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

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

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

BRIEFING SESSION

(3:30 p.m.)

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

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

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

APPROVAL BY MOTION OF THE ADVANCE AGENDA

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

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

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

PROCLAMATIONS AND SALUTATIONS

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

ANNOUNCEMENTS

(Announcements Regarding Adjustments to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORTS

OPEN FORUM

At each meeting, before the consideration of the Consent Agenda, the Council shall hold an open public comment period for up to 15 (fifteen) speakers. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. If more than 15 (fifteen) speakers wish to participate in Open Forum, members of the public who have not spoken during that calendar month will be prioritized. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Virtual sign up is open between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|------------------------|---|
| <p>1. Purchases of miscellaneous waterworks products in support of the 2023 service season from:</p> <ul style="list-style-type: none"> a. HD Fowler Company (Spokane) for Repair Clamps, Restrained Glands, and HDPE Pipe—\$90,770.50. b. Consolidated Supply (Spokane) for Tapping Sleeves, Gaskets, and Air Valves—\$35,779.89. c. Core & Main (Spokane) for Ductile Iron Fittings, Ductile Iron Pipe, All Thread, and Hydrant Parts—\$278,668.38. <p>Total purchase value across all suppliers: \$441,683.01 (plus tax). (Council Sponsors: Council Members Kinnear and Stratton)</p> | <p>Approve
All</p> | <p>ITB 5794-22</p> <p>OPR 2023-0099</p> <p>OPR 2023-0100</p> <p>OPR 2023-0101</p> |
| <p>2. Purchase from Bud Clary Chevrolet (Longview, WA) of two battery electric Chevrolet Bolts for the Fleet Services Department utilizing a Washington</p> | <p>Approve</p> | <p>OPR 2023-0102</p> |

Department of Enterprise Services contract—\$68,404 (incl. tax). (Council Sponsor: Council Member Kinnear)

- | | | | |
|----|---|----------------|-------------------------------|
| 3. | Value Blanket Amendment with Pomp’s Tire Service (Spokane) as a secondary source for the purchase of miscellaneous tires for City vehicles utilizing Washington State Contract No. 0519—increase of \$350,000. (Total estimated annual amount: \$500,000.) (Council Sponsor: Council President Beggs) | Approve | OPR 2022-0902 |
| 4. | Contract Renewal 3 of 4 with Racom Critical Communications (Spokane Valley, WA) for installation of radio and electrical equipment in City vehicles from January 1, 2023 through December 31, 2023—not to exceed \$150,000. (Council Sponsor: Council Member Kinnear) | Approve | OPR 2019-0885
IRFP 5153-20 |
| 5. | Value Blanket Renewal 2 of 3 with Pete Lien and Sons, Inc. (Rapid City, SD) for the purchase and delivery of high calcium quicklime for the Waste to Energy Facility from March 1, 2023, through February 29, 2024—not to exceed \$1,500,000 (plus tax). (Council Sponsor: Council Member Kinnear) | Approve | OPR 2020-0091
ITB 5210-19 |
| 6. | Value Blanket with Pete Lien and Sons, Inc. (Rapid City, SD) for the purchase of hydrated lime for the Waste to Energy Facility from March 1, 2023, through February 29, 2024—\$568,209.10 (incl. tax). (Council Sponsor: Council Member Kinnear) | Approve | OPR 2023-0103
ITB 5704-22 |
| 7. | Contract Amendment with Divco, Inc. (Spokane) for additional unanticipated HVAC system repairs for the Waste to Energy Facility—\$30,000. (Total annual cost: \$95,000.) (Council Sponsor: Council Member Kinnear) | Approve | OPR 2018-0171
RFB 4227-17 |
| 8. | Five-year Value Blankets for the Riverside Park Water Reclamation Facility from March 1, 2023, to February 28, 2028 with: | Approve
All | ITB 5792-22 |
| | a. Polydyne, Inc. (Riceboro, GA) for cationic and anionic polymer—\$602,317.65. | | OPR 2023-0104 |
| | b. Marubeni America Corporation (New York, NY) for cationic polymer—\$466,166.70.
(Council Sponsor: Council Member Kinnear) | | OPR 2023-0105 |
| 9. | Consultant Agreement with GSI Water Solutions, Inc. (Portland, OR) for assessment of vulnerability to chemical release in a sole source aquifer from February 14, 2023, through | Approve | OPR 2023-0106
ENG 2022084 |

December 31, 2023—\$263,285 (plus tax, if applicable).
 (Council Sponsor: Council Member Kinneer)

- | | | |
|---|------------------------------------|--------------------------------------|
| <p>10. Low Bid of Industrial Construction of Washington, LLC (West Richland, WA) for the Shiloh Hills Lift Station Rehabilitation and Force Main Replacement project—\$780,168.93 (plus tax). An administrative reserve of \$78,016.90 (plus tax), which is 10% of the contract price, will be set aside. (Shiloh Hills Neighborhood) (Council Sponsor: Council Member Kinneer)</p> | <p>Approve</p> | <p>OPR 2023-0107
ENG 2021091</p> |
| <p>11. Contract Amendment and Renewal 1 of 4 with Truepoint Solutions, LLC (Incline Village, NV) for professional services in support of Accela enhancements for the Planning Departments from March 1, 2023, through February 28, 2024, utilizing Federal Contract GSA-35F025BA—not to exceed \$100,000. (Council Sponsor: Council Member Cathcart)</p> | <p>Approve</p> | <p>OPR 2022-0199</p> |
| <p>12. Report of the Mayor of pending:</p> | <p>Approve &
Authorize</p> | |
| <p>a. Claims and payments of previously approved obligations, including those of Parks and Library, through February 3, 2023, total \$5,492,382.89, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,033,467.64.</p> | <p>Payments</p> | <p>CPR 2023-0002</p> |
| <p>b. Payroll claims of previously approved obligations through February 4, 2023: \$8,455,400.48.</p> | | <p>CPR 2023-0003</p> |

ACTION ON CONSENT AGENDA

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36355 amending Ordinance No. C36345 passed by the City Council December 12, 2022, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Public Safety Personnel Fund

1) Increase appropriations by \$29,940

A) Of the increased appropriation, \$29,940 is to be used for a yearlong rental of the LiveView Technologies D3 Mobile Security Unit.

i.) This security unit would provide the Spokane Police Department with the ability to station a mobile security camera at different locations that are seeing an increase in crime.

(This action arises from the need to increase public safety within the city of Spokane, namely at locations seeing an increase in crime.) (Council Sponsors: Council Members Zappone and Stratton)

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36259 Specifying the process for the conduct of collective bargaining; renaming chapter 03.07; and enacting a new section 03.07.005 of the Spokane Municipal Code; and declaring an emergency. (Deferred from January 30, 2023, Agenda) (Council Sponsors: Council President Beggs and Council Member Kinnear)

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2023-0012 Supporting establishment of a Spokane River Watershed Salmon Lead Entity to develop, submit and maintain a habitat protection and restoration plan as well as habitat project list pursuant to RCW 77.85. (Council Sponsors: Council President Beggs and Council Members Kinnear and Bingle)

RES 2023-0013 Acknowledging the recommendation of the Neighborhood Project Advisory Committee for the West Quadrant Tax Increment Financing district and accepting the use of \$180,000 in TIF funding for the conversion of Ash Street between Dean Ave and Broadway Ave and appurtenant improvements in the West Central Neighborhood. (Council Sponsors: Council Members Stratton and Zappone)

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

- ORD C36356** Relating to the Water Department and Water Rates, amending SMC Sections 13.04.2002 and 13.04.2012 of chapter 13.034, of the Spokane Municipal Code and setting an effective date. (Council Sponsors: Council Members Kinneer and Bingle)

- ORD C36357** Relating to the establishment of a sales and use tax deferral program for affordable housing; creating a new chapter 08.07D of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Kinneer)

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

RECOMMENDATION

- | | | | |
|------------|--|-------------------------|----------------------|
| S1. | Consideration of Consultant Contract with Integrus Architecture for assessment of the feasibility of the purchase of the Premera Campus and its usage by City departments. (Deferred from February 6, 2023, Agenda) (Council Sponsors: Council President Beggs and Council Member Cathcart) | Council Decision | OPR 2023-0109 |
|------------|--|-------------------------|----------------------|

NO HEARINGS

ADJOURNMENT

The February 13, 2023, Regular Legislative Session of the City Council will be held and is adjourned to February 27, 2023.

NOTE: The regularly scheduled City Council meeting for Monday, February 20, 2023, has been canceled (in recognition of President’s Day).

NOTES



Agenda Sheet for City Council Meeting of:

02/13/2023

Date Rec'd	1/31/2023
Clerk's File #	OPR 2023-0099
Renews #	
Cross Ref #	
Project #	
Bid #	ITB #5794-22
Requisition #	TBD

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	LOREN SEARL 625-7821
Contact E-Mail	LSEARL@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4100 - WATER DEPT. PURCHASE OF MISC WATERWORKS PRODUCTS

Agenda Wording
 Approve purchase of miscellaneous waterworks products from **HD Fowler**, Spokane WA - \$90,770.50 plus sales tax; Consolidated Supply, Spokane, WA - \$35,779.89 plus sales tax and Core & Main, Spokane, WA - \$278,668.38 plus sales tax.

Summary (Background)
 On December 2, 2022, Invitation for Bids #5794-22 for Miscellaneous Waterworks Products was issued. Three (3) responses were received. Award of this business is being recommended in accordance with the low responsive, responsible bidder in each category except the Restrained glands which are being recommended to the second low bidder due to lead time.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 441,683.01	# 4100-42440-94340-56595
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	SEARL, LOREN	Study Session\Other	F&A 1/23/23
Division Director	FEIST, MARLENE	Council Sponsor	CM Kinnear & CM Stratton
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	HARRINGTON, MARGARET	tprince@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing	PRINCE, THEA		

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Water Department
Contact Name	Loren Searl
Contact Email & Phone	lsearl@spokanecity.org 625-7821
Council Sponsor(s)	CM Kinnear & CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	4100 – Purchase of Miscellaneous Waterworks Products
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p><u>Background/History:</u> On December 2, 2022, Invitation for Bids #5794-22 for Miscellaneous Waterworks Products was issued to 90 contacts via the City’s electronic bidding portal in support of the 2022 service season. Bids are due on January 3, 2023 at 1:00pm itemizing costs across thirteen item categories. Award of this business will be recommended in accordance with the low responsive, responsible bidder in each category.</p> <p><u>Executive Summary:</u> Award of items competed on Bid #5794-22 Miscellaneous Waterworks Products will be recommended to the low responsive, responsible bidder in each of the following categories:</p> <ul style="list-style-type: none"> ○ Repair Clamps ○ Restrained Glands ○ Tapping Sleeves ○ Ductile Iron Fittings ○ HDPE Pipe ○ Ductile Iron Pipe ○ Gaskets ○ All Thread ○ Hydrant Parts ○ Air Valves
Proposed Council Action	Approve purchase of products
<p>Fiscal Impact Total Cost: <u>Not to exceed \$500,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Water Budget</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

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

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 designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors

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.

Reference Number	Description	Type	UOM	Quantity	Core & Main	Consolidated Supply Co.	H D FOWLER CO
Product - Repair Clamps					\$12,092.77	\$11,693.83	\$11,565.90
City #C2312-06	Bell Joint Leak 6"	Base	Each	5	\$1,403.55	\$1,357.25	\$1,342.50
City #C2411-06	Full Circle 6" (Range 6.84-7.24)	Base	Each	20	\$5,415.80	\$5,237.00	\$5,180.00
City #C2411-08	Full Circle 8" (Range 8.99-9.39)	Base	Each	5	\$1,594.55	\$1,542.00	\$1,525.00
City #C2411-10	Full Circle 10" (Range 11.04-11.44)	Base	Each	3	\$1,246.41	\$1,205.31	\$1,191.90
City #C2411-12	Full Circle 12" (Range 13.15-13.55)	Base	Each	3	\$1,444.47	\$1,396.86	\$1,381.50
City #C2413-06	1" 6" (Range 6.84-7.24)	Base	Each	3	\$987.99	\$955.41	\$945.00
Product - Restrained Glands					\$77,518.20	\$73,756.50	\$75,065.50
City #GL1000-04	MJ Restraint Kit 4"	Base	Each	150	\$6,133.50	\$5,809.50	\$6,066.00
City #GL1000-06	MJ Restraint Kit 6"	Base	Each	340	\$17,530.40	\$16,605.60	\$16,677.00
City #GL1000-08	MJ Restraint Kit 8"	Base	Each	200	\$13,770.00	\$13,044.00	\$13,140.00
City #GL1000-10	MJ Restraint Kit 10"	Base	Each	50	\$4,918.00	\$4,659.00	\$4,860.00
City #GL1000-12	MJ Restraint Kit 12"	Base	Each	75	\$9,748.50	\$9,235.50	\$9,427.50
City #GL1000-30	MJ Restraint Kit 30"	Base	Each	10	\$10,836.60	\$10,722.50	\$10,610.50
City #GL1000-36	MJ Restraint Kit 36"	Base	Each	10	\$13,804.50	\$13,343.40	\$13,516.50
City #GL1000S-06	MJ Restraint Split Gland Kit 6"	Base	Each	10	\$776.70	\$337.00	\$768.00
Product - Tapping Sleeves					\$18,665.54	\$17,020.24	\$18,276.58
City #S2304-06x04	Fabricated Steel, Flange Outlet 6" x 4" (Range 6.90-7.20)	Base	Each	3	\$2,386.11	\$2,307.42	\$2,483.58
City #S2304-12x08	Fabricated Steel, Flange Outlet 12" x 8" (Range 13.13-13.60)	Base	Each	8	\$10,201.52	\$9,865.12	\$10,616.00

City #S2304-24x08	Fabricated Steel, Flange Outlet 24" x 8" (Range 24.82-25.52)	Base	Each	1	\$1,707.08	\$1,650.80	\$1,739.00
City #S2306-08x08x04	Stainless Steel Full Circle, Flange Outlet 8" x 8" x 4" (Range 8.97-9.37)	Base	Each	1	\$854.94	\$826.75	\$889.00
City #S2306-12x12x06	Stainless Steel Full Circle, Flange Outlet 12" x 12" x 6" (Range 12.90-13.30)	Base	Each	1	\$1,128.24	\$1,091.42	\$1,174.00
City #S2306-12x12x08	Stainless Steel Full Circle, Flange Outlet 12" x 12" x 8" (Range 12.90-13.30)	Base	Each	1	\$2,387.65	\$1,278.73	\$1,375.00
Product - Ductile Iron Fittings					\$47,590.94	\$47,801.63	\$47,965.08
City #B2341-30	Bend, MJ 11-1/4° 30"	Base	Each	1	\$2,260.30	\$2,309.46	\$2,334.00
City #B2344-08	Bend, MJ 45° 8"	Base	Each	5	\$672.95	\$658.30	\$665.55
City #B2344-10	Bend, MJ 45° 10"	Base	Each	4	\$776.92	\$760.00	\$768.36
City #B2344-12	Bend, MJ 45° 12"	Base	Each	4	\$1,161.12	\$1,135.88	\$1,148.36
City #B2344-36	Bend, MJ 45° 36"	Base	Each	3	\$11,619.84	\$11,872.44	\$11,619.00
City #B2349-04	Bend, MJ 90° 4"	Base	Each	12	\$836.04	\$817.80	\$826.80
City #B2349-06	Bend, MJ 90° 6"	Base	Each	3	\$342.00	\$334.56	\$338.25
City #B2349-08	Bend, MJ 90° 8"	Base	Each	8	\$1,317.36	\$1,288.72	\$1,302.88
City #B2349-10	Bend, MJ 90° 10"	Base	Each	1	\$260.73	\$255.05	\$257.86
City #B2349-12	Bend, MJ 90° 12"	Base	Each	1	\$350.98	\$343.35	\$347.12
City #B2379-08	Bend, MJ x Flange 90° 8"	Base	Each	2	\$486.64	\$476.04	\$481.28
City #B2379-10	Bend, MJ x Flange 90° 10"	Base	Each	1	\$396.37	\$387.75	\$392.01
City #C1344-04	Cap Tapped 2", MJ 4"	Base	Each	2	\$108.74	\$106.38	\$107.54
City #C1344-06	Cap Tapped 2", MJ 6"	Base	Each	1	\$74.43	\$72.80	\$73.60

City #C1344-36	Cap Tapped 2", MJ 36"	Base	Each	1	\$2,614.53	\$2,671.36	\$2,614.00
City #C3372-08	Adapter, MJ x FL 8"	Base	Each	12	\$1,646.76	\$1,610.88	\$1,628.52
City #C3372-10	Adapter, MJ x FL 10"	Base	Each	3	\$714.12	\$698.58	\$706.26
City #P2341-06	Plug Solid, MJ 6"	Base	Each	4	\$244.92	\$239.56	\$242.20
City #P2344-30	Plug, MJ Tap 2" 30"	Base	Each	2	\$3,619.12	\$3,861.94	\$3,778.00
City #R1340-08x06	Reducer, MJ 8" x 6"	Base	Each	2	\$193.18	\$188.98	\$191.06
City #R1361-04x03	Reducer, MJ x FL 4" x 3"	Base	Each	4	\$280.00	\$481.20	\$1,043.44
City #S2341-04	Long Sleeve, MJ 4"	Base	Each	5	\$308.80	\$302.05	\$305.40
City #S2341-06	Long Sleeve, MJ 6"	Base	Each	50	\$5,172.50	\$5,060.00	\$4,952.00
City #S2341-08	Long Sleeve, MJ 8"	Base	Each	30	\$4,987.80	\$4,879.20	\$4,775.40
City #S2341-10	Long Sleeve, MJ 10"	Base	Each	9	\$1,790.82	\$1,751.85	\$1,771.11
City #S2341-12	Long Sleeve, MJ 12"	Base	Each	9	\$2,408.31	\$2,355.93	\$2,381.85
City #T1340-08x08x04	Tee, MJ 8" x 8" x 4"	Base	Each	5	\$884.10	\$864.85	\$874.35
City #T1340-10x10x04	Tee, MJ 10" x 10" x 4"	Base	Each	2	\$539.40	\$527.68	\$533.48
City #T1340-12x12x08	Tee, MJ 12" x 12" x 8"	Base	Each	4	\$1,522.16	\$1,489.04	\$1,505.40
Product - Pipe: HDPE					\$4,669.00	\$4,968.00	\$4,140.00
City #P1000-2	2" - 100' Rolls	Base	Foot	2,000.00	\$4,060.00	\$4,320.00	\$3,600.00
City #P1000-2-S	2" - 20' Sticks	Base	Foot	300	\$609.00	\$648.00	\$540.00
Product - Pipe: Ductile Iron					\$212,366.14	\$261,504.57	\$257,767.95
City #P1300-04	4"	Base	Foot	360	\$12,776.40	\$12,902.40	\$12,772.80
City #P1300-08	8"	Base	Foot	900	\$29,367.00	\$29,664.00	\$29,070.00
City #P1300-10	10"	Base	Foot	180	\$7,601.40	\$7,680.60	\$7,601.40
City #P1300-12	12"	Base	Foot	1,080.00	\$58,125.60	\$58,752.00	\$57,531.60
City #P1300-36	36"	Base	Foot	36	\$9,690.84	\$13,285.80	\$13,140.00

City #P1500-30	30"	Base	Foot	90	\$25,611.30	\$35,468.10	\$35,078.40
City #P1500-36	36"	Base	Foot	180	\$68,025.60	\$102,321.00	\$101,205.00
City #C3370-08x72	8" x 72"	Base	Each	1	\$1,168.00	\$1,430.67	\$1,368.75
Product - Gaskets					\$13,117.45	\$12,909.65	\$18,783.20
City #G1000-04	Tyton Joint Restraint, 4"	Base	Each	25	\$1,566.25	\$1,351.25	\$1,908.00
City #G1000-06	Tyton Joint Restraint, 6"	Base	Each	50	\$3,662.00	\$3,837.00	\$5,417.00
City #G1000-08	Tyton Joint Restraint, 8"	Base	Each	20	\$2,126.00	\$2,078.60	\$2,934.60
City #G1000-12	Tyton Joint Restraint, 12"	Base	Each	40	\$5,763.20	\$5,642.80	\$8,523.60
Product - All Thread					\$808.30	\$0.00	\$1,087.00
City #R3311-05/8	All Thread Rod 5/8"	Base	Foot	40	\$80.80		\$112.00
City #R3311-03/4	All Thread Rod 3/4"	Base	Foot	250	\$727.50		\$975.00
Product - Hydrant Parts					\$17,898.00	\$18,529.50	\$19,425.00
City #HY-STORZ-NS	Storz Fitting, STORZ x NH, 5" x 4-1/2"	Base	Each	75	\$17,898.00	\$18,529.50	\$19,425.00
Product - Air Valves					\$6,011.40	\$5,850.00	\$6,250.00
City #V7221-2	Combination, Cast Body 2"	Base	Each	10	\$6,011.40	\$5,850.00	\$6,250.00
Total Extended					\$410,737.74	\$454,033.92	\$460,326.21

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

02/13/2023

Date Rec'd	1/31/2023
Clerk's File #	OPR 2023-0100
Renews #	
Cross Ref #	
Project #	
Bid #	ITB #5794-22
Requisition #	TBD

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	LOREN SEARL 625-7821
Contact E-Mail	LSEARL@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4100 - WATER DEPT. PURCHASE OF MISC WATERWORKS PRODUCTS

Agenda Wording

Approve purchase of miscellaneous waterworks products from HD Fowler, Spokane WA - \$90,770.50 plus sales tax; **Consolidated Supply**, Spokane, WA - \$35,779.89 plus sales tax and Core & Main, Spokane, WA - \$278,668.38 plus sales tax.

Summary (Background)

On December 2, 2022, Invitation for Bids #5794-22 for Miscellaneous Waterworks Products was issued. Three (3) responses were received. Award of this business is being recommended in accordance with the low responsive, responsible bidder in each category except the Restrained glands which are being recommended to the second low bidder due to lead time.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 441,683.01

Select \$

Select \$

Select \$

Budget Account

4100-42440-94340-56595

#

#

#

Approvals

Dept Head	SEARL, LOREN
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	F&A 1/23/23
Council Sponsor	CM Kinnear & CM Stratton

Distribution List

tprince@spokanecity.org

Additional Approvals

Purchasing	PRINCE, THEA

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Water Department
Contact Name	Loren Searl
Contact Email & Phone	lsearl@spokanecity.org 625-7821
Council Sponsor(s)	CM Kinnear & CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	4100 – Purchase of Miscellaneous Waterworks Products
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p><u>Background/History:</u> On December 2, 2022, Invitation for Bids #5794-22 for Miscellaneous Waterworks Products was issued to 90 contacts via the City’s electronic bidding portal in support of the 2022 service season. Bids are due on January 3, 2023 at 1:00pm itemizing costs across thirteen item categories. Award of this business will be recommended in accordance with the low responsive, responsible bidder in each category.</p> <p><u>Executive Summary:</u> Award of items competed on Bid #5794-22 Miscellaneous Waterworks Products will be recommended to the low responsive, responsible bidder in each of the following categories:</p> <ul style="list-style-type: none"> ○ Repair Clamps ○ Restrained Glands ○ Tapping Sleeves ○ Ductile Iron Fittings ○ HDPE Pipe ○ Ductile Iron Pipe ○ Gaskets ○ All Thread ○ Hydrant Parts ○ Air Valves
Proposed Council Action	Approve purchase of products
<p>Fiscal Impact Total Cost: <u>Not to exceed \$500,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Water Budget</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

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

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 designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors

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.

Reference Number	Description	Type	UOM	Quantity	Core & Main	Consolidated Supply Co.	H D FOWLER CO
Product - Repair Clamps					\$12,092.77	\$11,693.83	\$11,565.90
City #C2312-06	Bell Joint Leak 6"	Base	Each	5	\$1,403.55	\$1,357.25	\$1,342.50
City #C2411-06	Full Circle 6" (Range 6.84-7.24)	Base	Each	20	\$5,415.80	\$5,237.00	\$5,180.00
City #C2411-08	Full Circle 8" (Range 8.99-9.39)	Base	Each	5	\$1,594.55	\$1,542.00	\$1,525.00
City #C2411-10	Full Circle 10" (Range 11.04-11.44)	Base	Each	3	\$1,246.41	\$1,205.31	\$1,191.90
City #C2411-12	Full Circle 12" (Range 13.15-13.55)	Base	Each	3	\$1,444.47	\$1,396.86	\$1,381.50
City #C2413-06	1" 6" (Range 6.84-7.24)	Base	Each	3	\$987.99	\$955.41	\$945.00
Product - Restrained Glands					\$77,518.20	\$73,756.50	\$75,065.50
City #GL1000-04	MJ Restraint Kit 4"	Base	Each	150	\$6,133.50	\$5,809.50	\$6,066.00
City #GL1000-06	MJ Restraint Kit 6"	Base	Each	340	\$17,530.40	\$16,605.60	\$16,677.00
City #GL1000-08	MJ Restraint Kit 8"	Base	Each	200	\$13,770.00	\$13,044.00	\$13,140.00
City #GL1000-10	MJ Restraint Kit 10"	Base	Each	50	\$4,918.00	\$4,659.00	\$4,860.00
City #GL1000-12	MJ Restraint Kit 12"	Base	Each	75	\$9,748.50	\$9,235.50	\$9,427.50
City #GL1000-30	MJ Restraint Kit 30"	Base	Each	10	\$10,836.60	\$10,722.50	\$10,610.50
City #GL1000-36	MJ Restraint Kit 36"	Base	Each	10	\$13,804.50	\$13,343.40	\$13,516.50
City #GL1000S-06	MJ Restraint Split Gland Kit 6"	Base	Each	10	\$776.70	\$337.00	\$768.00
Product - Tapping Sleeves					\$18,665.54	\$17,020.24	\$18,276.58
City #S2304-06x04	Fabricated Steel, Flange Outlet 6" x 4" (Range 6.90-7.20)	Base	Each	3	\$2,386.11	\$2,307.42	\$2,483.58
City #S2304-12x08	Fabricated Steel, Flange Outlet 12" x 8" (Range 13.13-13.60)	Base	Each	8	\$10,201.52	\$9,865.12	\$10,616.00

City #S2304-24x08	Fabricated Steel, Flange Outlet 24" x 8" (Range 24.82-25.52)	Base	Each	1	\$1,707.08	\$1,650.80	\$1,739.00
City #S2306-08x08x04	Stainless Steel Full Circle, Flange Outlet 8" x 8" x 4" (Range 8.97-9.37)	Base	Each	1	\$854.94	\$826.75	\$889.00
City #S2306-12x12x06	Stainless Steel Full Circle, Flange Outlet 12" x 12" x 6" (Range 12.90-13.30)	Base	Each	1	\$1,128.24	\$1,091.42	\$1,174.00
City #S2306-12x12x08	Stainless Steel Full Circle, Flange Outlet 12" x 12" x 8" (Range 12.90-13.30)	Base	Each	1	\$2,387.65	\$1,278.73	\$1,375.00
Product - Ductile Iron Fittings					\$47,590.94	\$47,801.63	\$47,965.08
City #B2341-30	Bend, MJ 11-1/4° 30"	Base	Each	1	\$2,260.30	\$2,309.46	\$2,334.00
City #B2344-08	Bend, MJ 45° 8"	Base	Each	5	\$672.95	\$658.30	\$665.55
City #B2344-10	Bend, MJ 45° 10"	Base	Each	4	\$776.92	\$760.00	\$768.36
City #B2344-12	Bend, MJ 45° 12"	Base	Each	4	\$1,161.12	\$1,135.88	\$1,148.36
City #B2344-36	Bend, MJ 45° 36"	Base	Each	3	\$11,619.84	\$11,872.44	\$11,619.00
City #B2349-04	Bend, MJ 90° 4"	Base	Each	12	\$836.04	\$817.80	\$826.80
City #B2349-06	Bend, MJ 90° 6"	Base	Each	3	\$342.00	\$334.56	\$338.25
City #B2349-08	Bend, MJ 90° 8"	Base	Each	8	\$1,317.36	\$1,288.72	\$1,302.88
City #B2349-10	Bend, MJ 90° 10"	Base	Each	1	\$260.73	\$255.05	\$257.86
City #B2349-12	Bend, MJ 90° 12"	Base	Each	1	\$350.98	\$343.35	\$347.12
City #B2379-08	Bend, MJ x Flange 90° 8"	Base	Each	2	\$486.64	\$476.04	\$481.28
City #B2379-10	Bend, MJ x Flange 90° 10"	Base	Each	1	\$396.37	\$387.75	\$392.01
City #C1344-04	Cap Tapped 2", MJ 4"	Base	Each	2	\$108.74	\$106.38	\$107.54
City #C1344-06	Cap Tapped 2", MJ 6"	Base	Each	1	\$74.43	\$72.80	\$73.60

City #C1344-36	Cap Tapped 2", MJ 36"	Base	Each	1	\$2,614.53	\$2,671.36	\$2,614.00
City #C3372-08	Adapter, MJ x FL 8"	Base	Each	12	\$1,646.76	\$1,610.88	\$1,628.52
City #C3372-10	Adapter, MJ x FL 10"	Base	Each	3	\$714.12	\$698.58	\$706.26
City #P2341-06	Plug Solid, MJ 6"	Base	Each	4	\$244.92	\$239.56	\$242.20
City #P2344-30	Plug, MJ Tap 2" 30"	Base	Each	2	\$3,619.12	\$3,861.94	\$3,778.00
City #R1340-08x06	Reducer, MJ 8" x 6"	Base	Each	2	\$193.18	\$188.98	\$191.06
City #R1361-04x03	Reducer, MJ x FL 4" x 3"	Base	Each	4	\$280.00	\$481.20	\$1,043.44
City #S2341-04	Long Sleeve, MJ 4"	Base	Each	5	\$308.80	\$302.05	\$305.40
City #S2341-06	Long Sleeve, MJ 6"	Base	Each	50	\$5,172.50	\$5,060.00	\$4,952.00
City #S2341-08	Long Sleeve, MJ 8"	Base	Each	30	\$4,987.80	\$4,879.20	\$4,775.40
City #S2341-10	Long Sleeve, MJ 10"	Base	Each	9	\$1,790.82	\$1,751.85	\$1,771.11
City #S2341-12	Long Sleeve, MJ 12"	Base	Each	9	\$2,408.31	\$2,355.93	\$2,381.85
City #T1340-08x08x04	Tee, MJ 8" x 8" x 4"	Base	Each	5	\$884.10	\$864.85	\$874.35
City #T1340-10x10x04	Tee, MJ 10" x 10" x 4"	Base	Each	2	\$539.40	\$527.68	\$533.48
City #T1340-12x12x08	Tee, MJ 12" x 12" x 8"	Base	Each	4	\$1,522.16	\$1,489.04	\$1,505.40
Product - Pipe: HDPE					\$4,669.00	\$4,968.00	\$4,140.00
City #P1000-2	2" - 100' Rolls	Base	Foot	2,000.00	\$4,060.00	\$4,320.00	\$3,600.00
City #P1000-2-S	2" - 20' Sticks	Base	Foot	300	\$609.00	\$648.00	\$540.00
Product - Pipe: Ductile Iron					\$212,366.14	\$261,504.57	\$257,767.95
City #P1300-04	4"	Base	Foot	360	\$12,776.40	\$12,902.40	\$12,772.80
City #P1300-08	8"	Base	Foot	900	\$29,367.00	\$29,664.00	\$29,070.00
City #P1300-10	10"	Base	Foot	180	\$7,601.40	\$7,680.60	\$7,601.40
City #P1300-12	12"	Base	Foot	1,080.00	\$58,125.60	\$58,752.00	\$57,531.60
City #P1300-36	36"	Base	Foot	36	\$9,690.84	\$13,285.80	\$13,140.00

City #P1500-30	30"	Base	Foot	90	\$25,611.30	\$35,468.10	\$35,078.40
City #P1500-36	36"	Base	Foot	180	\$68,025.60	\$102,321.00	\$101,205.00
City #C3370-08x72	8" x 72"	Base	Each	1	\$1,168.00	\$1,430.67	\$1,368.75
Product - Gaskets					\$13,117.45	\$12,909.65	\$18,783.20
City #G1000-04	Tyton Joint Restraint, 4"	Base	Each	25	\$1,566.25	\$1,351.25	\$1,908.00
City #G1000-06	Tyton Joint Restraint, 6"	Base	Each	50	\$3,662.00	\$3,837.00	\$5,417.00
City #G1000-08	Tyton Joint Restraint, 8"	Base	Each	20	\$2,126.00	\$2,078.60	\$2,934.60
City #G1000-12	Tyton Joint Restraint, 12"	Base	Each	40	\$5,763.20	\$5,642.80	\$8,523.60
Product - All Thread					\$808.30	\$0.00	\$1,087.00
City #R3311-05/8	All Thread Rod 5/8"	Base	Foot	40	\$80.80		\$112.00
City #R3311-03/4	All Thread Rod 3/4"	Base	Foot	250	\$727.50		\$975.00
Product - Hydrant Parts					\$17,898.00	\$18,529.50	\$19,425.00
City #HY-STORZ-NS	Storz Fitting, STORZ x NH, 5" x 4-1/2"	Base	Each	75	\$17,898.00	\$18,529.50	\$19,425.00
Product - Air Valves					\$6,011.40	\$5,850.00	\$6,250.00
City #V7221-2	Combination, Cast Body 2"	Base	Each	10	\$6,011.40	\$5,850.00	\$6,250.00
Total Extended					\$410,737.74	\$454,033.92	\$460,326.21



Agenda Sheet for City Council Meeting of:

02/13/2023

Date Rec'd	1/31/2023
Clerk's File #	OPR 2023-0101
Renews #	
Cross Ref #	
Project #	
Bid #	ITB #5794-22
Requisition #	TBD

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	LOREN SEARL 625-7821
Contact E-Mail	LSEARL@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4100 - WATER DEPT. PURCHASE OF MISC WATERWORKS PRODUCTS

Agenda Wording
 Approve purchase of miscellaneous waterworks products from HD Fowler, Spokane WA - \$90,770.50 plus sales tax; Consolidated Supply, Spokane, WA - \$35,779.89 plus sales tax and **Core & Main**, Spokane, WA - \$278,668.38 plus sales tax.

Summary (Background)
 On December 2, 2022, Invitation for Bids #5794-22 for Miscellaneous Waterworks Products was issued. Three (3) responses were received. Award of this business is being recommended in accordance with the low responsive, responsible bidder in each category except the Restrained glands which are being recommended to the second low bidder due to lead time.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 441,683.01	# 4100-42440-94340-56595
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	SEARL, LOREN	Study Session\Other	F&A 1/23/23
Division Director	FEIST, MARLENE	Council Sponsor	CM Kinnear & CM Stratton
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	HARRINGTON, MARGARET	tprince@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing	PRINCE, THEA		

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Water Department
Contact Name	Loren Searl
Contact Email & Phone	lsearl@spokanecity.org 625-7821
Council Sponsor(s)	CM Kinnear & CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	4100 – Purchase of Miscellaneous Waterworks Products
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p><u>Background/History:</u> On December 2, 2022, Invitation for Bids #5794-22 for Miscellaneous Waterworks Products was issued to 90 contacts via the City’s electronic bidding portal in support of the 2022 service season. Bids are due on January 3, 2023 at 1:00pm itemizing costs across thirteen item categories. Award of this business will be recommended in accordance with the low responsive, responsible bidder in each category.</p> <p><u>Executive Summary:</u> Award of items competed on Bid #5794-22 Miscellaneous Waterworks Products will be recommended to the low responsive, responsible bidder in each of the following categories:</p> <ul style="list-style-type: none"> ○ Repair Clamps ○ Restrained Glands ○ Tapping Sleeves ○ Ductile Iron Fittings ○ HDPE Pipe ○ Ductile Iron Pipe ○ Gaskets ○ All Thread ○ Hydrant Parts ○ Air Valves
Proposed Council Action	Approve purchase of products
Fiscal Impact Total Cost: <u>Not to exceed \$500,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Water Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

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 item supports the operations of Public Works.

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 designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors

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.

Reference Number	Description	Type	UOM	Quantity	Core & Main	Consolidated Supply Co.	H D FOWLER CO
Product - Repair Clamps					\$12,092.77	\$11,693.83	\$11,565.90
City #C2312-06	Bell Joint Leak 6"	Base	Each	5	\$1,403.55	\$1,357.25	\$1,342.50
City #C2411-06	Full Circle 6" (Range 6.84-7.24)	Base	Each	20	\$5,415.80	\$5,237.00	\$5,180.00
City #C2411-08	Full Circle 8" (Range 8.99-9.39)	Base	Each	5	\$1,594.55	\$1,542.00	\$1,525.00
City #C2411-10	Full Circle 10" (Range 11.04-11.44)	Base	Each	3	\$1,246.41	\$1,205.31	\$1,191.90
City #C2411-12	Full Circle 12" (Range 13.15-13.55)	Base	Each	3	\$1,444.47	\$1,396.86	\$1,381.50
City #C2413-06	1" 6" (Range 6.84-7.24)	Base	Each	3	\$987.99	\$955.41	\$945.00
Product - Restrained Glands					\$77,518.20	\$73,756.50	\$75,065.50
City #GL1000-04	MJ Restraint Kit 4"	Base	Each	150	\$6,133.50	\$5,809.50	\$6,066.00
City #GL1000-06	MJ Restraint Kit 6"	Base	Each	340	\$17,530.40	\$16,605.60	\$16,677.00
City #GL1000-08	MJ Restraint Kit 8"	Base	Each	200	\$13,770.00	\$13,044.00	\$13,140.00
City #GL1000-10	MJ Restraint Kit 10"	Base	Each	50	\$4,918.00	\$4,659.00	\$4,860.00
City #GL1000-12	MJ Restraint Kit 12"	Base	Each	75	\$9,748.50	\$9,235.50	\$9,427.50
City #GL1000-30	MJ Restraint Kit 30"	Base	Each	10	\$10,836.60	\$10,722.50	\$10,610.50
City #GL1000-36	MJ Restraint Kit 36"	Base	Each	10	\$13,804.50	\$13,343.40	\$13,516.50
City #GL1000S-06	MJ Restraint Split Gland Kit 6"	Base	Each	10	\$776.70	\$337.00	\$768.00
Product - Tapping Sleeves					\$18,665.54	\$17,020.24	\$18,276.58
City #S2304-06x04	Fabricated Steel, Flange Outlet 6" x 4" (Range 6.90-7.20)	Base	Each	3	\$2,386.11	\$2,307.42	\$2,483.58
City #S2304-12x08	Fabricated Steel, Flange Outlet 12" x 8" (Range 13.13-13.60)	Base	Each	8	\$10,201.52	\$9,865.12	\$10,616.00

City #S2304-24x08	Fabricated Steel, Flange Outlet 24" x 8" (Range 24.82-25.52)	Base	Each	1	\$1,707.08	\$1,650.80	\$1,739.00
City #S2306-08x08x04	Stainless Steel Full Circle, Flange Outlet 8" x 8" x 4" (Range 8.97-9.37)	Base	Each	1	\$854.94	\$826.75	\$889.00
City #S2306-12x12x06	Stainless Steel Full Circle, Flange Outlet 12" x 12" x 6" (Range 12.90-13.30)	Base	Each	1	\$1,128.24	\$1,091.42	\$1,174.00
City #S2306-12x12x08	Stainless Steel Full Circle, Flange Outlet 12" x 12" x 8" (Range 12.90-13.30)	Base	Each	1	\$2,387.65	\$1,278.73	\$1,375.00
Product - Ductile Iron Fittings					\$47,590.94	\$47,801.63	\$47,965.08
City #B2341-30	Bend, MJ 11-1/4° 30"	Base	Each	1	\$2,260.30	\$2,309.46	\$2,334.00
City #B2344-08	Bend, MJ 45° 8"	Base	Each	5	\$672.95	\$658.30	\$665.55
City #B2344-10	Bend, MJ 45° 10"	Base	Each	4	\$776.92	\$760.00	\$768.36
City #B2344-12	Bend, MJ 45° 12"	Base	Each	4	\$1,161.12	\$1,135.88	\$1,148.36
City #B2344-36	Bend, MJ 45° 36"	Base	Each	3	\$11,619.84	\$11,872.44	\$11,619.00
City #B2349-04	Bend, MJ 90° 4"	Base	Each	12	\$836.04	\$817.80	\$826.80
City #B2349-06	Bend, MJ 90° 6"	Base	Each	3	\$342.00	\$334.56	\$338.25
City #B2349-08	Bend, MJ 90° 8"	Base	Each	8	\$1,317.36	\$1,288.72	\$1,302.88
City #B2349-10	Bend, MJ 90° 10"	Base	Each	1	\$260.73	\$255.05	\$257.86
City #B2349-12	Bend, MJ 90° 12"	Base	Each	1	\$350.98	\$343.35	\$347.12
City #B2379-08	Bend, MJ x Flange 90° 8"	Base	Each	2	\$486.64	\$476.04	\$481.28
City #B2379-10	Bend, MJ x Flange 90° 10"	Base	Each	1	\$396.37	\$387.75	\$392.01
City #C1344-04	Cap Tapped 2", MJ 4"	Base	Each	2	\$108.74	\$106.38	\$107.54
City #C1344-06	Cap Tapped 2", MJ 6"	Base	Each	1	\$74.43	\$72.80	\$73.60

City #C1344-36	Cap Tapped 2", MJ 36"	Base	Each	1	\$2,614.53	\$2,671.36	\$2,614.00
City #C3372-08	Adapter, MJ x FL 8"	Base	Each	12	\$1,646.76	\$1,610.88	\$1,628.52
City #C3372-10	Adapter, MJ x FL 10"	Base	Each	3	\$714.12	\$698.58	\$706.26
City #P2341-06	Plug Solid, MJ 6"	Base	Each	4	\$244.92	\$239.56	\$242.20
City #P2344-30	Plug, MJ Tap 2" 30"	Base	Each	2	\$3,619.12	\$3,861.94	\$3,778.00
City #R1340-08x06	Reducer, MJ 8" x 6"	Base	Each	2	\$193.18	\$188.98	\$191.06
City #R1361-04x03	Reducer, MJ x FL 4" x 3"	Base	Each	4	\$280.00	\$481.20	\$1,043.44
City #S2341-04	Long Sleeve, MJ 4"	Base	Each	5	\$308.80	\$302.05	\$305.40
City #S2341-06	Long Sleeve, MJ 6"	Base	Each	50	\$5,172.50	\$5,060.00	\$4,952.00
City #S2341-08	Long Sleeve, MJ 8"	Base	Each	30	\$4,987.80	\$4,879.20	\$4,775.40
City #S2341-10	Long Sleeve, MJ 10"	Base	Each	9	\$1,790.82	\$1,751.85	\$1,771.11
City #S2341-12	Long Sleeve, MJ 12"	Base	Each	9	\$2,408.31	\$2,355.93	\$2,381.85
City #T1340-08x08x04	Tee, MJ 8" x 8" x 4"	Base	Each	5	\$884.10	\$864.85	\$874.35
City #T1340-10x10x04	Tee, MJ 10" x 10" x 4"	Base	Each	2	\$539.40	\$527.68	\$533.48
City #T1340-12x12x08	Tee, MJ 12" x 12" x 8"	Base	Each	4	\$1,522.16	\$1,489.04	\$1,505.40
Product - Pipe: HDPE					\$4,669.00	\$4,968.00	\$4,140.00
City #P1000-2	2" - 100' Rolls	Base	Foot	2,000.00	\$4,060.00	\$4,320.00	\$3,600.00
City #P1000-2-S	2" - 20' Sticks	Base	Foot	300	\$609.00	\$648.00	\$540.00
Product - Pipe: Ductile Iron					\$212,366.14	\$261,504.57	\$257,767.95
City #P1300-04	4"	Base	Foot	360	\$12,776.40	\$12,902.40	\$12,772.80
City #P1300-08	8"	Base	Foot	900	\$29,367.00	\$29,664.00	\$29,070.00
City #P1300-10	10"	Base	Foot	180	\$7,601.40	\$7,680.60	\$7,601.40
City #P1300-12	12"	Base	Foot	1,080.00	\$58,125.60	\$58,752.00	\$57,531.60
City #P1300-36	36"	Base	Foot	36	\$9,690.84	\$13,285.80	\$13,140.00

City #P1500-30	30"	Base	Foot	90	\$25,611.30	\$35,468.10	\$35,078.40
City #P1500-36	36"	Base	Foot	180	\$68,025.60	\$102,321.00	\$101,205.00
City #C3370-08x72	8" x 72"	Base	Each	1	\$1,168.00	\$1,430.67	\$1,368.75
Product - Gaskets					\$13,117.45	\$12,909.65	\$18,783.20
City #G1000-04	Tyton Joint Restraint, 4"	Base	Each	25	\$1,566.25	\$1,351.25	\$1,908.00
City #G1000-06	Tyton Joint Restraint, 6"	Base	Each	50	\$3,662.00	\$3,837.00	\$5,417.00
City #G1000-08	Tyton Joint Restraint, 8"	Base	Each	20	\$2,126.00	\$2,078.60	\$2,934.60
City #G1000-12	Tyton Joint Restraint, 12"	Base	Each	40	\$5,763.20	\$5,642.80	\$8,523.60
Product - All Thread					\$808.30	\$0.00	\$1,087.00
City #R3311-05/8	All Thread Rod 5/8"	Base	Foot	40	\$80.80		\$112.00
City #R3311-03/4	All Thread Rod 3/4"	Base	Foot	250	\$727.50		\$975.00
Product - Hydrant Parts					\$17,898.00	\$18,529.50	\$19,425.00
City #HY-STORZ-NS	Storz Fitting, STORZ x NH, 5" x 4-1/2"	Base	Each	75	\$17,898.00	\$18,529.50	\$19,425.00
Product - Air Valves					\$6,011.40	\$5,850.00	\$6,250.00
City #V7221-2	Combination, Cast Body 2"	Base	Each	10	\$6,011.40	\$5,850.00	\$6,250.00
Total Extended					\$410,737.74	\$454,033.92	\$460,326.21



Agenda Sheet for City Council Meeting of:

02/13/2023

Date Rec'd	2/1/2023
Clerk's File #	OPR 2023-0102
Renews #	
Cross Ref #	
Project #	
Bid #	WA STATE CONTRACT
Requisition #	RE #20234

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICHARD GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - PURCHASE OF TWO (2) CHEVY BOLT ELECTRIC VEHICLES FOR MOTOR POOL

Agenda Wording

Fleet Services would like to purchase 2 battery electric Chevrolet Bolts from Bud Clary of Longview Wa using a Washington Department of Enterprise Services contract. Total cost including tax is \$68,404.00 and will utilize Fleet Replacement Fund.

Summary (Background)

These will be used as City Motor Pool vehicles and will replace 2 existing motor pool vehicles that have exceeded their economic life.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 68,404.00

Select \$

Select \$

Select \$

Budget Account

5110-71700-94000-56404-99999

#

#

#

Approvals

Dept Head GIDDINGS, RICHARD

Division Director WALLACE, TONYA

Finance ORLOB, KIMBERLY

Legal HARRINGTON, MARGARET

For the Mayor PERKINS, JOHNNIE

Additional Approvals

Purchasing PRINCE, THEA

Council Notifications

Study Session\Other 1/30/23

Council Sponsor CM Lori Kinnear

Distribution List

tprince@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 509-625-7706
Council Sponsor(s)	CM L Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Fleet Services - Purchase of 2 Electric Chevrolet Bolts
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to purchase 2 battery electric Chevrolet Bolts from Bud Clary of Longview Washington using a Washington Department of Enterprise Services contract. Total cost including tax is \$68,404.00 and will utilize Fleet Replacement Funds. These will be used as City Motor Pool vehicles and will replace 2 existing motor pool vehicles that have exceeded their economic life.
Proposed Council Action	Approval February 13, 2023
Fiscal Impact Total Cost: Click or tap here to enter text. 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 Specify funding source: Click or tap here to enter text. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generated from Using Departments.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? NA since these vehicles will be used by multiple departments in the course of City business.	
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 as this is an internal program.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data for each rental will be gathered and compared to operational costs as well as comparable transportation options to ensure value to the City.	
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 Current City Motor Pool and Centralized Fleet Policy.	

Becky Davis

From: NOREPLY@des.wa.gov
Sent: Tuesday, December 20, 2022 8:00 AM
To: Becky Davis
Cc: Gideon.Simukonda@des.wa.gov
Subject:

Vehicle Quote Number

[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 Chevrolet (W262)

Dealer Contact: Becky Davis

Dealer Phone: (360) 423-1700

Organization Information

Organization

Email: becky.davis@budclary.com

Quote Notes: WA183

Vehicle Location: LONGVIEW

Color Options & Qty

Summit White(GAZ) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2023-0120-001	2023 Chevrolet Bolt EV LT(1FB48)	1	\$28,898.00	\$28,898.00
2023-0120-003	(WPR)Driver Confidence Package includes (UKC) Lane Change Alert with Side Blind Zone Alert, (UFG) Rear Cross-Traffic Alert and (UD7) Rear Park Assist(INCLUDES (WPU) Comfort and Convenience Package	1	\$495.00	\$495.00
2023-0120-004	Comfort and Convenience Package Comfort and Convenience Package includes (A2X) driver 8-way power seat adjuster, (AL9) driver 2-way power lumbar, (KA1) heated driver and front passenger seats, (KI3) automatic heated steering wheel, (N34) leather-wrapped flat-bottom steering wheel and (DD8) auto-dimming inside rearview mirror(Requires (WPR) Driver Confidence Package.)	1	\$1,440.00	\$1,440.00
2023-0120-006	(EKT)Charge cord, dual-level 120-volt and 240-volt capability, changeable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection(Replaces (EJK) 120-volt charge cord.)	1	\$295.00	\$295.00
2023-0120-027	Stock vehicle Upcharge, dealer stock vehicle with all contract required equipment, delivery 5 days	1	\$250.00	\$250.00

Quote Totals

Total Vehicles: 1
Sub Total: \$31,378.00
8.4 % Sales Tax: \$2,635.75
Quote Total: \$34,013.75



Agenda Sheet for City Council Meeting of:

02/13/2023

Date Rec'd	1/31/2023
Clerk's File #	OPR 2022-0902
Renews #	
Cross Ref #	
Project #	
Bid #	WA STATE CONTRACT
Requisition #	VB #301416

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICHARD GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - FLEET SERVICES ADD \$\$ TO POMP'S TIRE SERVICE VALUE BLANKET ORDER

Agenda Wording

Approve additional funding on this Value Blanket Order for Miscellaneous Tires for the City of Spokane's Fleet Services - \$500,000.00 annually

Summary (Background)

When the Value Blanket Order was created for Pomp's Tire there was not enough money approved. The original VB was set up for \$150,000.00 annually in error - it should have been set up for \$500,000.00 annually.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 500,000.00

Select \$

Select \$

Select \$

Budget Account

various

#

#

#

Approvals

Dept Head GIDDINGS, RICHARD

Division Director WALLACE, TONYA

Finance ORLOB, KIMBERLY

Legal HARRINGTON, MARGARET

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other PIES 1/30/23

Council Sponsor CP Beggs

Distribution List

tprince@spokanecity.org

Additional Approvals

Purchasing PRINCE, THEA

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org (509) 625-7706
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Fleet Services add \$\$ to Poms Tire Value Blanket Order
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>When the Value Blanket was created for Pomp’s Tire there was not enough money approved. The original Value Blanket Order was set up for \$150,000 annually in error – it should have been set up for \$500,000.00 annually.</p> <p>This Value Blanket Order is for the purchase of miscellaneous tires for the City’s fleet.</p>
Proposed Council Action	Approve adding \$\$ to Poms Tire VB
<p>Fiscal Impact</p> <p>Total Cost: <u>Estimated Annual Estimate is \$500,000.00</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: Fleet Budget</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</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? 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? Price and Service comparison between vendors.	
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 Spokane Centralized Fleet Policy.	

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

02/13/2023

Date Rec'd	1/31/2023
Clerk's File #	OPR 2019-0885
Renews #	
Cross Ref #	
Project #	
Bid #	IRFP 5153-20
Requisition #	CR #24447

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICHARD GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5100- RENEWAL #3 OF RACOM CONTRACT

Agenda Wording

Approve renewal #3 of 4 for the Racom Contract for the installation of radio and electrical equipment - \$150,000.00 estimated annual expenditure.

Summary (Background)

This contract is used for the installation of radio and electrical equipment as needed in fleet vehicles. An IRFP was issued in 2020 with Racom being the vendor recommended for award through an evaluation committee - This is renewal #3 of 4 that are allowed under this contract.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 150,000.00

Select \$

Select \$

Select \$

Budget Account

5100-71700-48348-54803-99999

#

#

#

Approvals**Dept Head** GIDDINGS, RICHARD**Division Director** WALLACE, TONYA**Finance** ORLOB, KIMBERLY**Legal** HARRINGTON,
MARGARET**For the Mayor** ORMSBY, MICHAEL**Council Notifications****Study Session\Other** PIES 1/30/23**Council Sponsor** CM Lori Kinnear**Distribution List**

tprince@spokanecity.org

Additional Approvals**Purchasing** PRINCE, THEA

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org (509) 625-7706
Council Sponsor(s)	CM Lori Kinneer
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 Installation of Radio and Electrical Equipment Contract Renewal #3
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to renew the Installation of Radio and Electrical Equipment Contract with Racom Corporation for one year, using IRFP #5153-20. This is renewal 3 of 4.
Proposed Council Action	Approve Contract Renewal #3
Fiscal Impact	
Total Cost: <u>Annual Expenditure is \$150,000</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Fleet Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? 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? Since Racom is used as backup to services supplied by Fleet Services, we will monitor job cost and quality to determine value for the City.	
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? Commissioning and Radio align with Spokane's Centralized Fleet Policy.	



City of Spokane
CONTRACT RENEWAL 3 of 4
**Title: INSTALLATION OF RADIO &
ELECTRICAL EQUIPMENT IN VEHICLES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **RACOM CRITICAL COMMUNICATIONS**, whose address is 16610 East Sprague Avenue, Spokane Valley, Washington 99037 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein Company agreed to provide the INSTALLATION OF RADIO & ELECTRICAL EQUIPMENT IN VEHICLES; and

WHEREAS, the original Contract provided for four one (1) year renewals with this being the third of those renewals; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated October 29, 2019 and November 5, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on January 1, 2023 and shall run through December 31, 2023.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 Dollars (\$150,000.00)**, for everything furnished and done under this optional use Contract Renewal. The rate for labor is \$95.00 per hour. 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.

RACOM CRITICAL COMMUNICATIONS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

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



Agenda Sheet for City Council Meeting of:

02/13/2023

Date Rec'd	1/31/2023
Clerk's File #	OPR 2020-0091
Renews #	
Cross Ref #	
Project #	
Bid #	ITB 5210-19
Requisition #	VALUE BLANKET

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4490 PURCHASE OF HIGH CALCIUM QUICKLIME AT THE WTE

Agenda Wording
 Value blanket renewal 2 of 3 with Pete Lien and Sons (Rapid City, SD) for the purchase and delivery of high calcium quicklime at the WTE from Mar. 1, 2023 through Feb. 29, 2024 with an additional cost not to exceed \$1.5M plus tax.

Summary (Background)
 High calcium quicklime is used to reduce the acid in the flue gas and control the final pH of the ash. On Dec. 16, 2019 bidding closed on ITB 5210-19 for the purchase and delivery of this quicklime and Pete Lien and Sons was the only responsible bidder. The initial value blanket award in 2019 was for two years with the option of three additional one-year renewals. This will be the second of those renewals and the price per ton will increase from \$218.87 to \$252.93 plus fuel surcharges.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 1,500,000.00	# 4490-44100-37148-53203
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	AVERYT, CHRIS	Study Session\Other	PIES 1/30/23
Division Director	FEIST, MARLENE	Council Sponsor	CM Kinnear
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	HARRINGTON, MARGARET	mdorgan@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing	PRINCE, THEA	rrinderle@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org
Council Sponsor(s)	CM Kinnear
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 High Calcium Quicklime for the WTE Facility.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>High Calcium Quicklime is required for operation of the WTE. It is used to reduce the acid gases in the flue gas and control the final pH of the ash. Water is added to the powdered lime to create a slurry which is injected into the flue gas to remove hydrochloric acid and sulfur dioxide to comply with environmental regulations. The slurry also helps to cool the flue gasses to the correct emission temperature.</p> <p>On December 16, 2019 bidding closed for ITB 5210-19 for the purchase and delivery of this High Calcium Quicklime. Two responses were received and Pete Lien and Sons, of Rapid City, SD, was the only responsible bidder and was awarded a two year value blanket from March 1, 2020 through February 28, 2022 with the option of three (3) additional one-year contract periods. This will be the second renewal from Mar. 1, 2023 through Feb. 29, 2024 with an additional cost not to exceed \$1.5M. The price for lime for this renewal was increased from 218.87/ton to \$252.93/ton. Fuel surcharges will be determined on a monthly basis.</p>
Proposed Council Action	Approval of value blanket renewal
<p>Fiscal Impact Total Cost: <u>\$1,500,000.00 plus tax</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: SWD Budget</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>The chemical is required to maintain the Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p>	

The contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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

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



Agenda Sheet for City Council Meeting of:

02/13/2023

Date Rec'd	1/31/2023
Clerk's File #	OPR 2023-0103
Renews #	
Cross Ref #	
Project #	
Bid #	ITB 5704-22
Requisition #	VALUE BLANKET

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4490 PURCHASE OF HYDRATED LIME FOR THE WTE

Agenda Wording

Value blanket award to Pete Lien and Sons, Inc. (Rapid City, SD) for the purchase of hydrated lime from Mar. 1, 2023 through Feb. 29, 2024 with a total cost not to exceed \$568,209.10 including tax.

Summary (Background)

To gain additional control over final ash pH, WTE would like to experiment with hydrated lime in the back-end lime system (BEL). Bids were solicited for the purchase of an annual supply of hydrated lime under ITB 5704-22 and two responses were received; Pete Lien and Sons, Inc. (Rapid City, SD) and Graymont Western US Inc. (Salt Lake City, UT). Pete Lien and Sons, Inc. was the low-cost bidder. Value blanket award will be for one year with the option of four (4) additional one-year renewals.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 568,209.10
Select	\$
Select	\$
Select	\$

Budget Account

#	4490-44100-37148-53203
#	
#	
#	

Approvals

Dept Head	AVERYT, CHRIS
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	PIES 1/30/23
Council Sponsor	CM Kinnear
Distribution List	mdorgan@spokanecity.org
	jsalstrom@spokanecity.org
	tprince@spokanecity.org
Purchasing	rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Value blanket for the purchase of hydrated lime for the WTE Facility
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>To gain additional control over final ash pH, WTE would like to experiment with hydrated lime in the back-end lime system (BEL). Currently, the system mixes 3/8" pebble lime into the ash to control the final pH. Theoretically, using hydrated lime in the BEL should result in a more consistent ash/lime mixture, because the fine-grained texture of the hydrated lime is more easily mixed in the ash product. A more consistent mixture should result in a higher level of control over final ash pH.</p> <p>Bids were solicited for the purchase of an annual supply of hydrated lime under ITB 5704-22 and two responses were received; Pete Lien and Sons, Inc. (Rapid City, SD) and Graymont Western US Inc. (Salt Lake City, UT). Pete Lien and Sons, Inc. was the low-cost bidder. The value blanket award would be for one-year, with the option of four (4) additional one-year renewals. The total annual cost is estimated to be \$568,209.10 including tax.</p>
Proposed Council Action	Council approval of value blanket award
Fiscal Impact	<p>Total Cost: <u>\$568,209.10 including tax</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: 4490 Solid Waste Disposal Budget</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	<p>What impacts would the proposal have on historically excluded communities?</p> <p>The chemical is required to maintain the Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.</p>
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	<p>The contractor is governed by WA L&I.</p>

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

When this product is used, lab testing will be conducted regularly to ensure it is producing the desired ash pH levels.

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

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

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

02/13/2023

Date Rec'd	1/31/2023
Clerk's File #	OPR 2018-0171
Renews #	
Cross Ref #	
Project #	
Bid #	RFB 4227-17
Requisition #	CR 24452

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 CONTRACT AMENDMENT FOR HVAC SERVICES AT THE WTE

Agenda Wording

Contract amendment with Divco, Inc. for maintenance and repair of the HVAC systems at the WTE from Mar. 1, 2022 through Feb. 28, 2023. An additional \$30,000.00 including taxes is requested to complete some unanticipated repairs.

Summary (Background)

The WTE facility utilizes HVAC systems in all areas of the plant. Inspections and repairs are required to maintain safe operation of the facility and equipment. The initial contract awarded to Divco, Inc. was for three years with the option of two one-year renewals and is currently on the last renewal. Due to some extensive repairs, additional funds are needed. The contract was for \$65,000.00 and an additional \$30,000.00 is needed, for a total annual cost of \$95,000.00 including tax.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 30,000.00

Select \$

Select \$

Select \$

Budget Account

4490-44100-37148-54803-34002

#

#

#

Approvals

Dept Head	AVERYT, CHRIS
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	PIES 1/30/23
Council Sponsor	CM Kinnear

Distribution List

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

Additional Approvals

Purchasing	PRINCE, THEA
-------------------	--------------

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Amendment for HVAC services at the Waste to Energy Facility
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The WTE facility utilizes HVAC systems in all areas of the plant as well as the Administration Building. This equipment requires quarterly inspections and as-needed repairs to maintain safe operation of the facility and equipment.</p> <p>On January 8, 2018 four bids were received for RFB #4227-17 for these annual HVAC services. Divco Inc., of Spokane, was the lowest responsible bidder. The initial contract was for three years with the option of two optional one-year renewals. The contract is currently on the last renewal which spans from March 1, 2022 through February 28, 2023. Due to some extensive repairs that need done, an additional \$30,000.00 is requested to complete them and any other work that may be necessary prior to the expiration of the contract.</p>
Proposed Council Action	Council approval of contract amendment
Fiscal Impact	
Total Cost: <u>\$95,000.00 total. An additional \$30,000.00 is needed in addition to the already approved amount of \$65,000.00 incl. tax.</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: 4490 Solid Waste Disposal Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
All maintenance done to equipment is required to maintain the Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
The contractor is governed by WA L&I.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

The COS Procurement Policies regulate and safeguard this process.

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

All maintenance done to the equipment supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.



City of Spokane
CONTRACT AMENDMENT
Title: **ANNUAL HVAC SERVICES FOR WASTE TO ENERGY FACILITY (WTE)**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DIVCO, INC.**, whose address is 715 North Madelia, Spokane, Washington 99201 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 Annual HVAC Services – WTEF Scheduled and Unscheduled for the City; and

WHEREAS, additional funds are necessary to pay for unanticipated repairs, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated March 20, 2018 and April 23, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on March 1, 2022 and shall end February 28, 2023.

3. AMENDMENT.

The original Contract is hereby amended to include extensive repairs to the RUPP Heater Blower Assembly..

4. COMPENSATION.

The City shall pay an additional amount not to exceed **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** not including 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.

DIVCO, 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

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

02/13/2023

Date Rec'd	2/1/2023
Clerk's File #	OPR 2023-0104
Renews #	
Cross Ref #	
Project #	
Bid #	ITB 5792-22
Requisition #	VALUE BLANKET

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	MIKE CANNON 625-4642
Contact E-Mail	MCANNON@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4320 VALUE BLANKET TO POLYDYNE, INC. TO SUPPLY POLYMER

Agenda Wording
 Consent to award value blanket contract to supply Cationic and Anionic Polymer to Polydyne, Inc.

Summary (Background)
 ITB 5797-22 was issued to enable multiple awards to give City flexibility to select from awarded contractors to supply cationic and anionic organic polymer. Polymer is used in three processes - the Belt Filter Press for land application, the Gravity Belt Thickener for blending process sludge and the Primary Clarifiers for enhanced nutrient removal. The contract shall be with Polydyne Inc. for a five (5) year period beginning approximately March 1, 2023 and terminating on February 28, 2028.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ \$602,317.65	# 4320.43260.35148.53203
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	GENNETT, RAYLENE	Study Session\Other	PIES 1/30/2023
Division Director	FEIST, MARLENE	Council Sponsor	CM Kinnear
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	HARRINGTON, MARGARET	hbarnhart@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	kkeck@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing	PRINCE, THEA	Tax & Licenses	
		hbarnhart@spokanecity.org	
		rrinderle@spokanecity.org	
		jeckhart@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	RPWRF
Contact Name	Mike Cannon
Contact Email & Phone	mcannon@spokanectiy.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent to award value blanket contract to supply Cationic and Anionic Polymer to Polydyne, Inc.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>ITB 5797-22 was issued to enable multiple awards to give City flexibility to select from awarded contractors to supply cationic and anionic organic polymer.</p> <p>Polymer is used in three processes - the Belt Filter Press for land application, the Gravity Belt Thickener for blending process sludge and the Primary Clarifiers for enhanced nutrient removal.</p> <p>The contract shall be with Polydyne Inc. for a five (5) year period beginning approximately March 1, 2023 and terminating on February 28, 2028.</p>
Proposed Council Action	Council consent agenda, February 13 th , 2023
<p>Fiscal Impact</p> <p>Total Cost: <u>\$602,317.65</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: Department</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>N/A in order to function as a wastewater treatment and water recycling facility, it is necessary to add polymer, which is an organic compound.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A only companies that can pass the testing are able to bid.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p>	

In order to function as a wastewater treatment and water recycling facility, it is necessary to add polymer that meets NPDES standards.

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 aligns with our current Purchasing Policy guidelines. ITB 5797-22 was issued and two responsive, responsible bidders were selected.



ITB 5797-22 DRY CHEMICAL ORGANIC POLYMER FLOCCULANT - Rebid

Estimated quantities are for the purpose of comparing bids on a uniform basis. Payment will be made only for actual quantities ordered. PRICING ADJUSTEMENTS considered 3-month after the bid due date of

VENDOR		Polydyne Inc				Marubeni America Corporation						
Item	Annual Estimated Quantity, More Or Less	Unit Price Per Pound	Extended Price		Unit Price Per Pound	Extended Price						
Pricing Table 1 is for ANOINICS polymer pricing	20000	\$2.20	\$44,000.00		No Bid	No Bid						
Super Sacs (1650 LBS or equivalent) used for solids flocculation in the Chemically Enhanced Primary Treatment (CEPT)												
Table 1 Subtotal								\$44,000.00				
Table 1 Tax								\$3,960.00				
Table 1 Extended Total			\$47,960.00		No Bid	No Bid						
Pricing Table 2 is for BFP Sludge Application	Unit Price Per Pound	X	Dosage Requirement (From Pre-Qualitification)	X	Est Annual Dry Tons of Sludge Processed	Total	Unit Price Per Pound	X	Dosage Requirement (From Pre-Qualitification)	X	Est Annual Dry Tons of Sludge Processed	Total
	\$2.55	X	\$9.67	X	\$10,000.00	\$246,585	\$2.05	X	\$8.86	X	10,000	\$181,630
Pricing Table 2 is for GBT Sludge Application	Unit Price Per Pound	X	Est Annual Usage In Pounds		Total	Unit Price Per Pound	X	Est Annual Usage In Pounds		Total		
	\$2.55	X	120,000		\$306,000	\$2.05	X	120,000		\$246,000		
Table 2 Subtotal	\$552,585.00					\$427,630.00						
Table 2 Tax	\$49,732.65					\$38,486.70						
Table 2 Extended Total	\$602,317.65					\$466,116.70						
Other costs												
TARIFF/FREIGHT SURCHARGE that would be incurred regarding each delivery. To be computed based on Bidder's calculated explanation provided in its Bid response.	Does Not Intend To Charge Taruff/Freigh Surcharge					Does Not Intend To Charge Taruff/Freigh Surcharge						

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

02/13/2023

Date Rec'd	2/1/2023
Clerk's File #	OPR 2023-0105
Renews #	
Cross Ref #	
Project #	
Bid #	ITB 5797-22
Requisition #	VALUE BLANKET

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	MIKE CANNON 625-4642
Contact E-Mail	MCANNON@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4320 VALUE BLANKET TO MARUBENI AMERICA CORPORATION TO SUPPLY POLYMER

Agenda Wording

Consent to award value blanket contract to supply Cationic Polymer to Marubeni America Corporation.

Summary (Background)

ITB 5797-22 was issued to enable multiple awards to give City flexibility to select from awarded contractors to supply cationic and anionic organic polymer. Polymer is used in three processes - the Belt Filter Press for land application, the Gravity Belt Thickener for blending process sludge and the Primary Clarifiers for enhanced nutrient removal. The contract shall be with Marubeni America Corporation for a five (5) year period beginning approximately March 1, 2023 and terminating on Febr

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 466,116.70

Select \$

Select \$

Select \$

Budget Account

4320.43260.35148.53203

#

#

#

Approvals

Dept Head	GENNETT, RAYLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 1/30/2023
Council Sponsor	CM Kinnear

Distribution List

hbarnhart@spokanecity.org
kkeck@spokanecity.org
mhughes@spokanecity.org
Tax & Licenses
jeckhart@spokanectiy.org
rrinderle@spokanecity.org

Additional Approvals**Purchasing** PRINCE, THEA

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	RPWRF
Contact Name	Mike Cannon
Contact Email & Phone	mcannon@spokanectiy.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent to award value blanket contract to supply Cationic Polymer to Marubeni America Corporation.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>ITB 5797-22 was issued to enable multiple awards to give City flexibility to select from awarded contractors to supply cationic and anionic organic polymer.</p> <p>Polymer is used in three processes - the Belt Filter Press for land application, the Gravity Belt Thickener for blending process sludge and the Primary Clarifiers for enhanced nutrient removal.</p> <p>The contract shall be with Marubeni America Corporation for a five (5) year period beginning approximately March 1, 2023 and terminating on February 28, 2028.</p>
Proposed Council Action	Council consent agenda, February 13 th , 2022
<p>Fiscal Impact</p> <p>Total Cost: <u>\$466,116.70</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: Department</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>N/A, in order to function as a wastewater treatment and water recycling facility, it is necessary to add polymer, which is an organic compound.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A – only companies that can pass the testing are able to bid.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p>	

In order to function as a wastewater treatment and water recycling facility, it is necessary to add polymer that meets NPDES standards.

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 aligns with our current Purchasing Policy guidelines. ITB 5797-22 was issued and two responsive, responsible bidders were selected.



ITB 5797-22 DRY CHEMICAL ORGANIC POLYMER FLOCCULANT - Rebid

Estimated quantities are for the purpose of comparing bids on a uniform basis. Payment will be made only for actual quantities ordered. PRICING ADJUSTEMENTS considered 3-month after the bid due date of

VENDOR		Polydyne Inc				Marubeni America Corporation						
Item	Annual Estimated Quantity, More Or Less	Unit Price Per Pound	Extended Price		Unit Price Per Pound	Extended Price						
Pricing Table 1 is for ANOINICS polymer pricing	20000	\$2.20	\$44,000.00		No Bid	No Bid						
Super Sacs (1650 LBS or equivalent) used for solids flocculation in the Chemically Enhanced Primary Treatment (CEPT)												
Table 1 Subtotal								\$44,000.00				
Table 1 Tax								\$3,960.00				
Table 1 Extended Total			\$47,960.00		No Bid	No Bid						
Pricing Table 2 is for BFP Sludge Application	Unit Price Per Pound	X	Dosage Requirement (From Pre-Qualitification)	X	Est Annual Dry Tons of Sludge Processed	Total	Unit Price Per Pound	X	Dosage Requirement (From Pre-Qualitification)	X	Est Annual Dry Tons of Sludge Processed	Total
	\$2.55	X	\$9.67	X	\$10,000.00	\$246,585	\$2.05	X	\$8.86	X	10,000	\$181,630
Pricing Table 2 is for GBT Sludge Application	Unit Price Per Pound	X	Est Annual Usage In Pounds		Total	Unit Price Per Pound	X	Est Annual Usage In Pounds		Total		
	\$2.55	X	120,000		\$306,000	\$2.05	X	120,000		\$246,000		
Table 2 Subtotal	\$552,585.00					\$427,630.00						
Table 2 Tax	\$49,732.65					\$38,486.70						
Table 2 Extended Total	\$602,317.65					\$466,116.70						
Other costs												
TARIFF/FREIGHT SURCHARGE that would be incurred regarding each delivery. To be computed based on Bidder's calculated explanation provided in its Bid response.	Does Not Intend To Charge Taruff/Freigh Surcharge					Does Not Intend To Charge Taruff/Freigh Surcharge						



Agenda Sheet for City Council Meeting of:

02/13/2023

Date Rec'd	1/31/2023
Clerk's File #	OPR 2023-0106
Renews #	
Cross Ref #	
Project #	2022084
Bid #	RFQU 5684-22
Requisition #	24442

Submitting Dept	INTEGRATED CAPITAL MANAGEMENT
Contact Name/Phone	COLIN NAAKE 625-6941
Contact E-Mail	CNAAKE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4250 – YELLOWSTONE PIPELINE VULNERABILITY ASSESSMENT (2022084) – GSI, INC

Agenda Wording

Contract with GSI Water Solutions, Inc. to conduct an assessment of vulnerability to chemical release in a sole source aquifer in relation to the Vulnerability Assessment for Yellowstone Pipeline project. (Various Neighborhood Councils)

Summary (Background)

The City of Spokane has selected GSI to assess vulnerability to chemical release in a sole source aquifer. Reliance on a sole source aquifer to provide drinking water carries risks in addition to vulnerabilities that exist in all water systems. This vulnerability assessment is limited in scope to the impacts to source water and infrastructure from the Yellowstone petroleum pipeline. The assessment will evaluate the risk to the city's well stations and recommend action for ER response plan.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 263,285.00

Select \$

Select \$

Select \$

Budget Account

4250-42300-94340-56501-11043

#

#

#

Approvals

Dept Head	DAVIS, MARCIA
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	PIES 1/30/23
Council Sponsor	Kinnear

Distribution List

ddaniels@spokanecity.org
icmaccounting@spokanecity.org
eraea@spokanecity.org
cnaake@spokanecity.org
mdavis@spokanecity.org
nsulya@spokanecity.org
jporcello@gsiws.com

Additional Approvals

Purchasing WAHL, CONNIE

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	ICM
Contact Name & Phone	Colin Naake 625-6941
Contact Email	cnaake@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Vulnerability Assessment for Yellowstone Pipeline
Summary (Background)	The City of Spokane has selected a firm to provide assessment of vulnerability to chemical release in a sole source aquifer. Reliance on a sole source aquifer to provide drinking water carries inherent risks in addition to vulnerabilities that exist in all water systems. This vulnerability assessment is limited in scope to the impacts to source water and infrastructure from the Yellowstone (Phillips 66) petroleum pipeline. The assessment will evaluate the risk to the city's well stations and recommend action for emergency response plan.
Proposed Council Action & Date:	The consultant contract will be brought to city council for approval. Council action expected on 2/13/2023
Fiscal Impact: Total Cost: \$263,285 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 Specify funding source: Utility Rates – Water, Yellowstone Pipe Line Company Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
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 item supports the operations of Public Works.	
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 is a public works project to address vulnerability of the sole source aquifer and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	

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 project is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.



City of Spokane
CONSULTANT AGREEMENT
**Title: ASSESSMENT OF VULNERABILITY
TO CHEMICAL RELEASE IN A
SOLE SOURCE AQUIFER**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GSI WATER SOLUTIONS, INC.**, whose address is 650 NE Holladay Street, Suite 900, Portland, Oregon 97232 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide an Assessment of Vulnerability to Chemical Release in a Sole Source Aquifer, and

WHEREAS, the Consultant was selected from a Request for Proposals issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on February 14, 2023, and ends on December 31, 2023, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by agreement of the parties not to exceed one (1) additional one (1) year contract period.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant's January 11, 2023 Proposal, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total annual compensation for Consultant's services under this As-Needed Agreement shall not exceed **TWO HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$263,285.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

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

6. REIMBURSABLES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is

incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a ten percent (10%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

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

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

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

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

who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such

individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant'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 Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall

mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

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

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes,

emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

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

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

GSI WATER SOLUTIONS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – January 11, 2023 Proposal

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



Proposal

To: Nate Sulya / City of Spokane Integrated Capital Management
From: Dan Kegley / GSI Water Solutions, Inc.
Kathy Roush, LG / GSI Water Solutions, Inc.
Walt Burt, LHG / GSI Water Solutions, Inc.
Date: January 11, 2023
RE: Vulnerability Assessment for Yellowstone Pipeline

Nate –

This document presents a scope of work and associated fee estimate for GSI Water Solutions, Inc. (GSI) and our teaming partner Consor North America, Inc. (Consor), to provide professional hydrogeologic and engineering services to the City of Spokane (City) for assessing the vulnerability of the City’s sole-source aquifer groundwater supplies to potential future chemical releases from the Yellowstone (Phillips 66) petroleum pipeline. GSI and its teaming partner have developed this scope of work and fee estimate based on (1) City-identified project work elements that were presented in RFQu 5684-22, and (2) our team’s statement of qualifications of November 2022 that was submitted to the City in response to the RFQu.

The remainder of this proposal presents a summary of the project, the proposed scope of work, the estimated fee, and a proposed schedule for completing each task of this project.

Scope of Services

This section describes the services that the GSI team will provide the City to complete these efforts. The proposed scope of work will consist of seven tasks plus an optional eighth task:

- Task 1 – Data Gathering and Analysis
- Task 2 – Establish and Evaluate Baseline Conditions
- Task 3 – Groundwater Modeling Analysis of Emergency Operations Scenarios
- Task 4 – Evaluate the Risk Posed by Different Petroleum Products
- Task 5 – Develop a Conceptual Design of a Monitoring Program
- Task 6 – Incorporate Recommended Actions into the Existing ERP
- Task 7 – Project Report
- Task 8 – OPTIONAL: Water Distribution System Modeling of Emergency Operations Scenarios, and Other As-Needed Consulting Services

The following subsections describe the components and assumptions associated with each of the tasks listed above. The estimated cost for each task and the total estimated project cost are provided in **Table 1**.

Task 1 – Data Gathering and Analysis

Work to be conducted as part of this task will consist of the following:

- Hold a project kickoff meeting with the City.
- Obtain geographic information system (GIS) maps of pipeline and booster/delivery station locations; identify key segments.
- Identify primary petroleum products and obtain chemical constituent profiles for each product.
- If available, review the pipeline owner’s emergency response plan for the Yellowstone Pipeline to understand their emergency response planning in general, and to specifically identify any stated reportable quantities and other measures/requirements associated with reporting a release to the City and/or to other entities such as the Washington State Department of Ecology.

Task Lead and Team Member Roles

GSI will lead Task 1. Consor will attend the project kickoff meeting, review updated GIS coverages related to the pipeline, and review existing emergency response plans for the Yellowstone Pipeline.

Deliverables

The primary deliverable for this task will be a progress meeting with the City to discuss findings of the data review, uncertainties, additional data needs, and next steps on the project.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$27,600 and is based on the following assumptions:

- The City will provide GIS coverages of the pipeline infrastructure and/or contact information for obtaining these coverages.
- The presentation materials for the progress meeting will be provided electronically to the City after the meeting has taken place.
- The kickoff meeting and the Task 1 progress meeting—plus the meetings/workshops for other project tasks—will be conducted virtually using a virtual communication platform (e.g., Microsoft Teams or Zoom).
- Yellowstone will provide necessary information within a timely manner to meet the schedule as outlined in Figure 1.

Task 2 – Establish and Evaluate Baseline Conditions

This task will be conducted as two subtasks: (1) develop and analyze baseline well station operations and (2) identify locations associated with highest potential risk from petroleum release.

Subtask 2.1 – Develop and Analyze Baseline Well Station Operations

Specific work activities that will be completed for this subtask include:

- Identify future pumping profile (annual, monthly, and maximum-day demand production) to analyze for water demands within the City.
- Identify additional future demands from intertie agreements with neighboring water purveyors:
 - Vel View Water District (located on Five Mile Prairie bedrock outside the aquifer)
 - City of Airway Heights (located outside the aquifer)
 - City of Medical Lake (located outside the aquifer)
 - Fairchild Air Force Base (which may still have Wells 5, 6, and/or 7 in the aquifer)
 - Spokane County Water District #3

- Whitworth Water District #2
- North Spokane Irrigation District #8
- Conduct groundwater modeling analyses:
 - Set up and run a multi-year groundwater flow simulation using monthly variations in City pumping, pumping by other groundwater users, Spokane River flows, tributary inflows, and areal recharge from precipitation.
 - Conduct groundwater capture zone analyses for multiple time frames and different seasons, using forward and reverse particle-tracking capabilities in the groundwater modeling software. The following will be developed:
 - Capture zones for the two well stations closest to the pipeline (Parkwater and Well Electric).
 - Capture zones for six downgradient City well stations (Havana Street, Ray Street, Central, Hoffman, Nevada, and Grace) to evaluate their potential to capture groundwater further upgradient from areas beneath or near the pipeline.
 - Forward-tracking along the pipeline’s length, starting in different seasons, to evaluate potential migration to City well stations.
 - For each of the eight City well stations, develop a representative capture zone for each station that is based on combining the group of capture zones and forward-tracking analyses that are developed for the different seasons.
- Conduct water distribution system baseline modeling:
 - Set up and run baseline model conditions under two scenarios (MDD plus fire flow and PHD conditions) noting service pressures, fire flow availability, and storage tank inflows under a typical operational scenario.

Subtask 2.2 – Identify Locations Associated with the Highest Potential Risk from Petroleum Release

Specific work activities that will be completed for this subtask include:

- Overlay the Task 2.1 capture zones, the pipeline’s route within and near (upgradient of) the City limits, and pipeline infrastructure in GIS and develop project shapefiles.
- Inspect visual imagery (e.g., Google Earth) to identify above-ground features that are present along the pipeline route (e.g., booster stations, delivery stations, fuel storage facilities, pipeline easement).
- Identify locations with the potential for small-scale versus large-scale releases.

Task Lead and Team Member Roles

GSI’s John Porcello will lead Subtask 2.1, including conducting the groundwater modeling analyses. Consor (Joe Foote and Elisheva Walters) will conduct the water distribution system modeling under Subtask 2.1 and also provide assistance/consulting review support to GSI on identifying future pumping profiles and future demands under intertie agreements under Subtask 2.1. Subtask 2.2 will be co-led by GSI’s John Porcello and Kathy Roush.

Deliverables

The primary deliverable for this task will be a meeting/workshop with the City to present the findings of both Subtasks 2.1 and 2.2.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$31,100 and is based on the following assumptions:

- The City will provide reports and/or general guidance to the GSI/Consort team regarding system-wide future demands within the City and via intertie agreements.
- An available version of the City’s groundwater model will be used and will not require modifications to its design, construction, or calibration before being used for this project. GSI anticipates working with a version of the model that is currently being constructed to use the U.S. Geological Survey’s MODFLOW-USG program, rather than the European software (MicroFEM) that has been used on past City projects.
- Water distribution system model assumptions:
 - Existing City model will be used with no updates required.
 - City will provide initial status for pumps for the model control set.
 - Existing demand conditions (based on 2020-2021 billing) will be modeled.
 - Storage tank levels will be set at bottom of fire flow storage for MDD plus FF conditions and bottom of equalizing storage for PHD conditions.
- The workshop presentation will be provided electronically to the City after the workshop has taken place.

Task 3 –Groundwater Modeling of Emergency Operations Scenarios

Work to be conducted as part of this task will consist of the following:

- Develop details for redistributing pumping under multiple emergency operating scenarios, including at a minimum the following scenarios:
 - Parkwater taken offline
 - Well Electric taken offline
 - Parkwater and Well Electric taken offline
 - Ray Street and Havana Street taken offline
- Run groundwater flow model and develop capture zones for each emergency operating scenario, using the same approach as for baseline conditions, including the following analyses:
 - For a given pipeline segment, evaluate alternative pumping plans that remove the capture zones that contact the specific segment under baseline conditions,
 - Identify which pipeline segments pose risk to meeting groundwater production targets or maintaining groundwater quality—i.e., groundwater production volumes are insufficient at wells being targeted to provide makeup water, and/or their capture zones still extend back to the pipeline segment being evaluated,
- Identify/summarize the feasibility of each scenario for redistributing well station pumping under emergency conditions, including:
 - Translating modeling results into recommended approaches for the City to respond operationally to a release from any one of the pipeline segments. Up to three approaches will be evaluated.
 - Identifying well facility capacity expansion that may be needed at the City’s existing well stations.

Task Lead and Team Member Roles

GSI’s John Porcello will lead the Task 3 work activities, including the groundwater modeling analyses.

Deliverables

The primary deliverable for this task will be a meeting/workshop with the City to present the Task 3 findings.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$27,950. This fee estimate is based on the following assumptions:

- No more than 4 emergency well station operating scenarios will require evaluation under this task.
- The workshop presentation will be provided electronically to the City after the workshop has taken place.

Task 4 – Evaluate the Risk Posed by Different Petroleum Products

Work to be conducted as part of this task will consist of the following:

- Obtain information from Yellowstone regarding the petroleum products commonly transported through the pipeline and relative volumes.
- Estimate the size of product releases required to reach groundwater, and the time involved.
- Using the ChemRisk 2018 tool (which GSI previously developed for the City of Redmond, Washington), conduct a semi-quantitative screening assessment to evaluate the relative differences in chemical-specific risks of the more mobile constituents within the various petroleum products (such as home heating oil, jet fuel, diesel fuel, and gasoline) and establish risk ratios. Because the screening assessment depends in part on the travel time from a contaminant source to a groundwater supply source, the assessment will be conducted for each of the individual groundwater pumping scenarios that are evaluated under Task 2 (a single baseline condition scenario) and Task 3 (three emergency pumping scenarios). Specific work activities include:
 - The overall risk will be evaluated based on the more mobile constituents which would be present at the leading edge of the plume for each of the petroleum products. Determining the average chemical and toxicological characteristics of key constituents in each petroleum product will be based on the characteristics of the most toxic, prevalent, and abundant constituents within the product. Generalizations will be made regarding the petroleum constituents as petroleum blends can vary based on the time of year (e.g., oxygenates present in gasoline in wintertime versus summertime).
 - ChemRisk 2018 will be programmed with those characteristics, the travel time through the vadose zone to groundwater from the pipeline, and for each pumping scenario the travel time to the nearest well station capturing groundwater from beneath the pipeline.
 - The total risk score and overall risk profile for each petroleum product will be developed under each of the four groundwater pumping scenarios (baseline and emergency conditions). An initial set of scores will be developed by giving equal weighting to each of the chemical, toxicological, and contaminant travel time factors that influence the score. For each pumping scenario, up to two additional analyses will be conducted using different weighting factors to be developed by the project team and discussed with the City during the early stages of this analysis.

Task Lead and Team Member Roles

GSI's Kathy Roush and John Porcello will lead the Task 4 work activities. John served as the lead author of the ChemRisk 2018 tool when it was developed for the City of Redmond. Kathy and John will be assisted on the analyses of individual petroleum products by GSI's Matt Kohlbecker and other GSI staff.

Deliverables

The primary deliverable for this task will be a meeting/workshop with the City to present the Task 4 findings.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$10,600 and is based on the following assumptions:

- No modifications to the design of the ChemRisk 2018 tool (which runs in Microsoft Excel) will be needed.
- Transport in the vadose zone will be limited to estimating the travel time from the ground surface to the water table, based on the depth of the water table and estimates of vertical hydraulic conductivity. Analytical or numerical modeling of transport in the vadose zone is not included in this scope of work.

Depths to groundwater can be obtained from the setup and results of the groundwater flow model, rather than requiring retrieval and analysis of water level records from City well stations and other monitoring wells in the region.

- Data on chemical properties and toxicology will be obtained from publicly available sources maintained by entities such as the Environmental Protection Agency (EPA) and the Interstate Technology and Regulatory Council (ITRC) and from information made available to the project team during the data gathering work (Task 1) for this project.
- Four pumping scenarios will be analyzed, and each scenario will be analyzed up to three times (once using equal weighting factors for all risk variables, and twice using various sets of unequal weighting factors).
- The Task 4 workshop will be attended virtually, except up to 3 GSI staff may be present if the City is convening in person.
- The workshop presentation will be provided electronically to the City after the workshop has taken place.

Task 5 – Develop a Conceptual Design of a Monitoring Program

Work to be conducted as part of this task will consist of the following:

- Locate the most vulnerable locations within the wellhead protection areas that may warrant the implementation of a detection monitoring program.
- Review existing records regarding the existing monitoring infrastructure present.
- Determine potential locations and accessibility for the installation of additional monitoring points.
- Prepare a budgetary cost estimate for system installation and on-going operation and maintenance.

Task Lead and Team Member Roles

GSI will lead and conduct most work activities on Task 5. This work will be led by Kathy Roush/GSI. Consor's Chris Young and Joe Foote will provide support on this task in relation to how this task informs the response plan development work to be conducted under Task 6 (as described below).

Deliverables

The Task 5 work will be presented at one of the two workshops to be held for Task 6.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$27,100 and is based on the following assumptions:

- The City will provide its most current inventory of City and Spokane County monitoring wells, including location coordinates, a geologic log and well construction diagram, and information on what types of data are currently being collected at each well (e.g., manual and/or automated water level measurements, and analyte lists and sampling frequency for groundwater quality monitoring).
- If data gaps in the monitoring network are identified, the City will also provide information regarding parcels/right of ways which may be considered for potential monitoring locations.
- No workshop will be required for Task 5.

Task 6 – Incorporate Recommended Actions into the Existing ERP

Work to be conducted as part of this task will consist of the following:

- Review the existing Emergency Response Plan (ERP):
 - Review the City's existing Emergency Response Plan (ERP). Determine implementation of a Distribution System Contamination Response Procedure (DSCR) document based on the U.S.

Environmental Protection Agency’s Guidance for Responding to Drinking Water Contamination Incidents. Recommend modifications, where necessary, to the existing ERP for the incorporation of the City’s DSCRCP.

- Hold a workshop to develop the following elements of the DSCRCP:
 - Roles and Responsibilities. Describe the roles and responsibilities of all parties involved.
 - Response Procedure Overview. Summary of the response procedure to orient new users and ensure that all personnel have knowledge of the “big picture” of the response.
 - Investigation and Response Phase. Process to investigate and respond to a suspected contamination incident.
 - Site Characterization, Sampling, and Analysis. Process of site characterization, sampling, and analysis.
 - Operational Responses. Process for developing operational responses.
 - Risk Communication/Public Notification. Process for performing risk communication.
 - Remediation and Recovery Phase. Approach to recover from confirmed contamination and return the system to service.
 - Incident Close-Out and After-Action Report/Improvement Plan. Defining actions personnel should take to document and close out an incident.
- Develop Distribution System Contamination Response Procedure
 - Develop the City’s DSCRCP will incorporate decisions and recommendations from the DSCRCP workshop, as well as technical analyses and conclusions from the City’s existing RRA.

Task Lead and Team Member Roles

Conсор’s Chris Young will lead the development and integration of the DSCRCP into the City’s ERP with support from Joe Foote/Conсор and the GSI team.

Deliverables

The primary deliverables for this task will be the new DSCRCP document. This task will include two workshops with the City. The first is to review and obtain input for the DSCRCP. The second is to review comments to the DSCRCP.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$33,250 and is based on the following assumptions:

- The DSCRCP will be incorporated as an appendix to the City’s existing ERP.
- Minimal modifications to the ERP’s Incident-Specific Response Procedures will be required.
- Workshops will be held virtually.
- One draft iteration of the DSCRCP for City review will be completed.
- Respond and develop final DSCRCP.

Task 7 – Project Report

The GSI team will prepare a project report that will contain the following:

- A discussion of the project objectives and approach
- Separate chapters for each technical task (Tasks 2 through 4), discussing the methods and findings
- A chapter discussing the review of existing monitoring programs and recommendations for enhanced monitoring (Task 5)
- A chapter describing the incorporation of recommended actions into the City’s existing ERP (Task 6)

Our team will provide a draft version of the report to the City for review and comment, and we will hold a meeting or workshop to discuss City staff comments and requests before finalizing the report. The final version of the report will be stamped by a Washington State licensed geologist or hydrogeologist. Draft and final versions of the report will be provided electronically to the City.

Task Lead and Team Member Roles

GSI will lead the preparation of the report, with Consor providing writeups on the distribution system modeling work and the incorporation of the recommended actions into the City's existing ERP.

Deliverables

The primary deliverables for this task will be a draft report for City review and a final report.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$33,700 and is based on the following assumptions:

- A single document revision cycle will occur, meaning that we will (1) provide an electronic copy of the draft document for City review and comment, (2) incorporate City review comments into the draft document, and (3) finalize, publish, and distribute final copies to the City.
- No meetings will be required to discuss/address the City's comments on each draft document.
- The draft and final reports will be provided solely in electronic format (i.e., no hardcopies).

Task 8 – Optional: Water Distribution System Modeling of Emergency Operations Scenarios, and Other As-Needed Consulting Services

Work to be conducted as part of this task will consist of the following:

- Conduct water distribution system (steady state) modeling
 - Run water distribution model to evaluate water distribution system impacts for up to four emergency operational scenarios, assessing impacts to service pressures, fire flow availability, and storage tank inflows.
- Conduct extended period simulation (EPS) modeling
 - Develop and run the water distribution model under an extended period simulation (EPS) to assess impacts on maintaining water levels within the City's water storage tanks under the scenarios defined previously.
- Conduct other work (other as-needed consulting services) as required by the City

Task Lead and Team Member Roles

Consor's Elisheva Walters will lead the distribution system modeling analysis, with technical assistance from Joe Foote.

Deliverables

The primary deliverable for the water distribution system modeling effort will be a meeting/workshop with the City to present the Task 8 findings.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$71,985. This fee estimate is based on the following assumptions:

- No more than 4 emergency well station operating scenarios will require evaluation under this task.
- The workshop presentation will be provided electronically to the City after the workshop has taken place.

- Water distribution system modeling assumptions:
 - Steady State Analysis - Up to eight (8) emergency operational scenarios and four (4) operational response scenarios will be considered. Emergency operational scenarios and operational response scenarios will review the impacts of Parkwater being offline, Well Electric being offline, both Parkwater and Well Electric being offline, and both the Ray Street and Havana Street well stations being offline. The Steady State Analysis consists of MDD+FF analyses and PHD analyses for each of the four well station emergency operating scenarios.
 - EPS Analysis - Up to four (4) modeling simulations being conducted with two (2) operational response scenarios will be considered for each of the four well station emergency operating scenarios (Parkwater Offline, Well Electric Offline, both Parkwater and Well Electric Offline, and Ray Street and Havana Street Offline).
 - Model result comparison will be comparing service pressure and available fire flow at demand nodes and storage tank fill rates.
 - Same model control sets will be used from Task 2.1.
 - Existing demand conditions will be modeled.
 - Storage tank levels will be set at bottom of fire flow storage for MDD plus FF conditions and bottom of equalizing storage for PHD conditions.
 - No scenario modeling will be conducted to assess improvements to the system to mitigate the impacts of well stations going offline.
 - Consor's EPS calibrated model with calibration summer demand and control sets will be used for this modeling simulation.
 - EPS model simulation duration will be 48 or 72 hours, to compare the minimum tank levels.
 - One EPS baseline scenario will be modeled to determine existing tank levels.

Fee Estimate

Based upon the scope of work outlined above, GSI has estimated the total project fee to be \$191,300 for Tasks 1 through 7 combined, and \$263,285 for all 8 project tasks if optional Task 8 is conducted. See **Table 1** for details. This fee estimate is comprised of consulting team labor and expenses (GSI and Consor); no other outside services will be required for this project. Project work activities will be conducted on a time-and-materials basis. This cost estimate for the project will not be exceeded without prior authorization from the City.

Table 1 – Fee Estimate

Task	Description	GSI Labor Cost	Subconsultant Services (Conсор)	GSI Direct Expenses	Total Cost
1	Data Gathering and Analysis	\$13,500	\$14,040	\$60	\$27,600
2	Establish and Evaluate Baseline Conditions	\$26,885	\$4,185	\$30	\$31,100
3	Groundwater Modeling of Emergency Operations Scenarios	\$27,920	\$0	\$30	\$27,950
4	Evaluate the Risk Posed by Different Petroleum Products	\$9,385	\$0	\$1,215	\$10,600
5	Develop a Conceptual Design of a Monitoring Program	\$10,480	\$16,620	\$0	\$27,100
6	Incorporate Recommended Actions into the Existing ERP	\$5,405	\$27,815	\$30	\$33,250
7	Project Report	\$17,600	\$16,100	\$0	\$33,700
8	Optional: Water Distribution System Modeling of Emergency Operations Scenarios, and Other As-Needed Consulting Services	\$18,850	\$53,135	\$0	\$71,985
ESTIMATED TOTALS (Tasks 1 through 7)		\$111,175	\$78,760	\$1,365	\$191,300
ESTIMATED TOTALS (Tasks 1 through 8)		\$130,025	\$131,895	\$1,365	\$263,285

Costs for subconsultant services provided to GSI by Conсор include a 10 percent markup.

Schedule

Our team is prepared to begin working on this project immediately upon receipt of authorization to proceed.

Figure 1 illustrates the anticipated project schedule for each task. Items colored green indicate steps with significant City involvement (e.g., meetings, site visits, document reviews, and workshops).

Closing

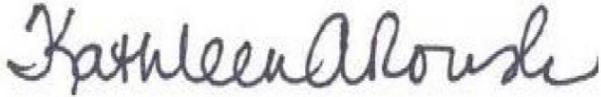
We appreciate the opportunity to continue assisting the City and look forward to working with you on this project. Please contact one of us should you have any questions regarding this proposal.

Sincerely,

GSI Water Solutions, Inc.



Dan Kegley
Supervising Water Resources Consultant



Kathy Roush, LG
Principal Geologist

Figure 1: Project Schedule

Vulnerability Assessment for Yellowstone Pipeline City of Spokane, WA	2022		2023											
	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Contracting and Notice to Proceed														
<i>Consultant selection and contracting period</i>	■	■	■	■										
<i>Begin contract work (February 1, 2023)</i>				■										
Task 1 - Data Gathering and Analysis														
<i>Project Kickoff Meeting</i>				■										
<i>Data review and initial evaluation</i>				■	■									
<i>Progress Meeting</i>					■									
Task 2 - Establish and Evaluate Baseline Conditions														
<i>Develop and analyze baseline well station operations</i>					■	■	■	■						
<i>Identify locations associated with the highest potential for petroleum release</i>					■	■	■	■						
<i>City Workshop</i>								■						
Task 3 - Develop and Analyze Multiple Emergency Operations Scenarios														
<i>Develop details of scenarios for redistributing pumping</i>					■	■								
<i>Conduct water distribution system modeling, refine scenarios to test with groundwater model</i>					■	■	■	■						
<i>Conduct groundwater modeling analyses</i>							■	■	■	■				
<i>Develop operating recommendations</i>									■					
<i>City Workshop</i>										■				
Task 4 - Evaluate Risk Posed by Different Petroleum Products														
<i>Identify petroleum products and their chemical makeup</i>					■	■	■							
<i>Conduct risk evaluation of each petroleum product</i>							■	■	■	■	■			
<i>City Workshop</i>											■			
Task 5 - Develop Conceptual Design of a Monitoring Program														
<i>Identify highest-vulnerability locations warranting a monitoring program</i>									■	■				
<i>Develop monitoring program concept plan and recommendations</i>									■	■	■			
<i>City Workshop (Coincident with Task 6 Workshop)</i>												■		
Task 6 - Incorporate Recommended Actions into Existing Emergency Response Program														
<i>City Workshop (Coincident with Task 5 Workshop)</i>												■		
<i>Review City's emergency response plan and prepare new language</i>										■	■	■	■	
<i>City Workshop</i>													■	
Task 7 - Project Report														
<i>Prepare draft report</i>												■	■	■
<i>City Review Period</i>													■	■
<i>Prepare and publish final report</i>														■



Agenda Sheet for City Council Meeting of:
02/13/2023

Date Rec'd	2/1/2023
Clerk's File #	OPR 2023-0107
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2021091
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	ENCUMBRANCE
Agenda Item Name	0370 - LOW BID AWARD - SHILOH HILLS LS(2021091) - INDUSTRIAL CONSTR OF		

Agenda Wording

Low Bid of Industrial Construction of Washington, LLC (West Richland, WA) for the Shiloh Hills Lift Station Rehabilitation and Force Main Replacement in the amount of \$780,168.93 plus tax. An administrative reserve of \$78,016.90 plus tax, which is

Summary (Background)

On January 23, 2023 bids were opened for the above project. The low bid was from Industrial Construction of Washington, LLC in the amount of \$780,168.93, which is \$171,144.07 or 18% under the Engineer's Estimate; 3 other bids were received as follows: DW Excavating - \$819,590.00, Big Sky ID Corp. - \$861,292.00, and Inland Infrastructure LLC - \$972,373.00.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Budget Account

Expense	\$ 849603.96	# 4310-43387-94350-56501-14775
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Council Notifications

Dept Head	BULLER, DAN	Study Session\Other	PIES 11/28/22
Division Director	FEIST, MARLENE	Council Sponsor	Kinnear
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	HARRINGTON,	eraea@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	publicworksaccounting@spokanecity.org	
Additional Approvals		kgoodman@spokanecity.org	
Purchasing		jgraff@spokanecity.org	
		ddaniels@spokanecity.org	
		apeters.icw@gmail.com	
		kbrooks@spokanecity.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

10% of the contract, will be set aside. (Shiloh Hills Neighborhood Council)

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Shiloh Hill Lift Station Upgrade & Force Main Replacement
Summary (Background)	<ul style="list-style-type: none"> • The Sewer Department proposes to upgrade its 45 year-old sewer Shiloh Hills lift station. • A lift station is a sewage pumping facility which is required when area topography is such that sewage cannot be conveyed by gravity from homes and businesses to the sewage treatment plant. • Proposed upgrades include new pumps, controls, electrical and emergency power generation. • Also included is replacement of the existing force main (sewer pipe) where shown on the attached exhibit. • During lift station upgrades, traffic impacts will be minimal. During force main replacement, through traffic on St. Thomas Moore will be routed around the project but local access traffic will still be permitted. • Neighborhood outreach will take place this winter. It is likely to consist of a notification letter because of the project's low impact and relatively short duration. • This project is locally funded. • This work is planned for summer/fall 2023.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
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 item supports the operations of Public Works.	

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 contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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.

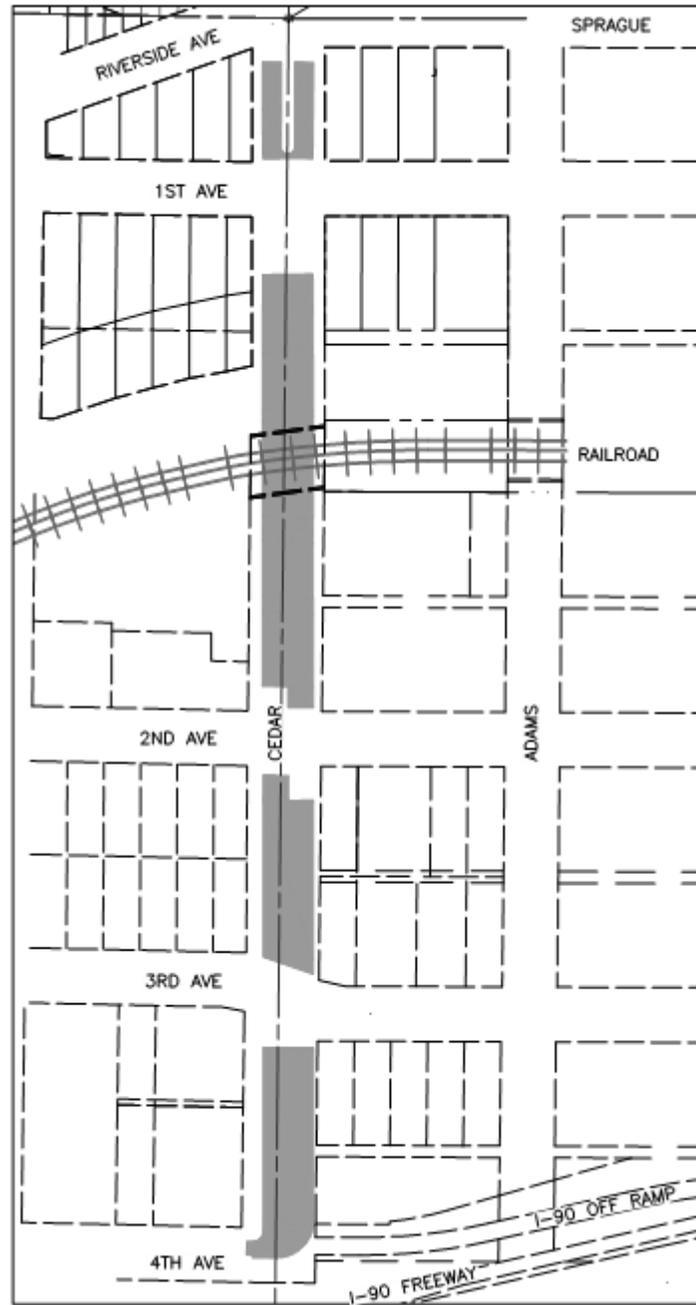
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

Project Location



Area 3





City of Spokane

PUBLIC WORKS CONTRACT

Title: **SHILOH HILLS LIFT STATION
REHABILITATION (BEI SCH. 01) AND FORCE
MAIN REPLACEMENT (BID SCH. 02)**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **INDUSTRIAL CONSTRUCTION OF WASHINGTON**, whose address is 84609 North Yakima River Drive, West Richland, Washington, 99353 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **SHILOH HILLS LIFT STATION REHABILITATION (BEI SCH. 01) AND FORCE MAIN REPLACEMENT (BID SCH. 02).**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2022, City of Spokane Special Provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amounts set forth in Schedule A-1 for the actual quantities furnished for each bid item.

7. TAXES. Bid items in Schedule A-1 shall not include sales tax

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department – Construction Management, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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

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

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

13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the

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

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

- d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

18. **EXECUTIVE ORDER 11246.**

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

- employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**INDUSTRIAL CONSTRUCTION
OF WASHINGTON**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:
Payment Bond
Performance Bond
Exhibit A – Certification Regarding Debarment
Schedule A-1

PAYMENT BOND

We, **INDUSTRIAL CONSTRUCTION OF WASHINGTON**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVEN HUNDRED EIGHTY THOUSAND ONE HUNDRED SIXTY-EIGHT AND 93/100 DOLLARS (\$780,168.93)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **SHILOH HILLS LIFT STATION REHABILITATION (BEI SCH. 01) AND FORCE MAIN REPLACEMENT (BID SCH. 02)**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

**INDUSTRIAL CONSTRUCTION
OF WASHINGTON,
AS PRINCIPAL**

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

PERFORMANCE BOND

We, **INDUSTRIAL CONSTRUCTION OF WASHINGTON**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVEN HUNDRED EIGHTY THOUSAND ONE HUNDRED SIXTY-EIGHT AND 93/100 DOLLARS (\$780,168.93)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **SHILOH HILLS LIFT STATION REHABILITATION (BEI SCH. 01) AND FORCE MAIN REPLACEMENT (BID SCH. 02)**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

**INDUSTRIAL CONSTRUCTION OF WASHINGTON,
AS PRINCIPAL**

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

EXHIBIT A

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

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

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

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

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

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

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

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

SCHEDULE A-1
Tax Classification: Sales tax shall NOT be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	APPRENTICE UTILIZATION	1.00 LS	\$ 8,509.89	\$ 8,509.89
2	POTHOLING	5.00 EA	\$ 1,955.80	\$ 9,779.00
3	MOBILIZATION	1.00 LS	\$ 16,334.63	\$ 16,334.63
4	TREE ROOT TREATMENT	1.00 EA	\$ 776.31	\$ 776.31
5	TREE PRUNING	1.00 EA	\$ 284.65	\$ 284.65
6	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$ 7,548.08	\$ 7,548.08
7	REMOVE EXISTING CURB	5.00 LF	\$ 377.40	\$ 1,887.00
8	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	2.00 SY	\$ 943.51	\$ 1,887.02
9	SAWCUTTING CURB	2.00 EA	\$ 377.40	\$ 754.80
10	SAWCUTTING RIGID PAVEMENT	60.00 LFI	\$ 10.61	\$ 636.60
11	SAWCUTTING FLEXIBLE PAVEMENT	170.00 LFI	\$ 6.87	\$ 1,167.90
12	ROADWAY EXCAVATION INCL. HAUL	5.00 CY	\$ 150.96	\$ 754.80

13	REMOVE UNSUITABLE FOUNDATION MATERIAL	25.00 CY	\$	137.59	\$	3,439.75
14	REPLACE UNSUITABLE FOUNDATION MATERIAL	25.00 CY	\$	226.82	\$	5,670.50
15	CRUSHED SURFACING TOP COURSE	40.00 CY	\$	89.01	\$	3,560.40
16	CSTC FOR SIDEWALK AND DRIVEWAYS	1.00 CY	\$	488.95	\$	488.95
17	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	25.00 SY	\$	157.25	\$	3,931.25
18	PRECAST CONCRETE VALVE VAULT 6 FT X 6 FT	1.00 LS	\$	17,100.78	\$	17,100.78
19	PRECAST CONCRETE WET WELL LID	1.00 LS	\$	9,720.40	\$	9,720.40
20	FUTURE FLOW METER VAULT	1.00 LS	\$	6,659.72	\$	6,659.72
21	GENERATOR CANOPY RELOCATION INCL. CONCRETE SLAB	1.00 LS	\$	19,741.35	\$	19,741.35
22	VALVE BOX AND COVER	2.00 EA	\$	554.20	\$	1,108.40
23	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	132.90	\$	1,329.00
24	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	132.90	\$	1,329.00
25	IMPORTED BACKFILL	20.00 CY	\$	233.78	\$	4,675.60
26	TRENCH SAFETY SYSTEM	1.00 LS	\$	5,399.16	\$	5,399.16
27	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	1,887.02	\$	1,887.02

28	FROST FREE YARD HYDRANT WITH PREMISE ISOLATION	1.00 LS	\$	11,770.67	\$	11,770.67
29	SANITARY SEWER FORCE MAIN DI PIPE 4 IN. DIA.	84.00 LF	\$	184.29	\$	15,480.36
30	BYPASS SEWER PUMPING	1.00 LS	\$	38,160.41	\$	38,160.41
31	PLUG VALVE 4 IN.	4.00 EA	\$	2,337.96	\$	9,351.84
32	FORCE MAIN BYPASS CONNECTION	1.00 LS	\$	6,189.73	\$	6,189.73
33	ESC LEAD	1.00 LS	\$	3,774.04	\$	3,774.04
34	INLET PROTECTION	4.00 EA	\$	162.65	\$	650.60
35	TOPSOIL TYPE A, 2 INCH THICK	200.00 SY	\$	23.38	\$	4,676.00
36	SEEDING AND FERTILIZING BY HAND	200.00 SY	\$	4.02	\$	804.00
37	CEMENT CONCRETE CURB	5.00 LF	\$	282.22	\$	1,411.10
38	CEMENT CONCRETE DRIVEWAY	2.00 SY	\$	572.61	\$	1,145.22
39	CHAIN LINK FENCE - 6 FT. TALL	76.00 LF	\$	91.15	\$	6,927.40
40	DOUBLE 16 FT CHAIN LINK GATE	2.00 EA	\$	1,642.98	\$	3,285.96
41	PRIVACY SLATS	100.00 LF	\$	8.04	\$	804.00

42	TEMPORARY CONSTRUCTION FENCING	1.00 LS	\$	2,166.50	\$	2,166.50
43	PUMPS W/SUBMERSIBLE MOTORS INCL. PIPING, FITTINGS & APPURTENANCES	1.00 LS	\$	113,640.73	\$	113,640.73
44	SYSTEM STARTUP AND COMMISSIONING	1.00 LS	\$	5,494.02	\$	5,494.02
45	NATURAL GAS SERVICE LINE/METER INCL. TRENCHING, BEDDING & BACKFILL	115.00 LF	\$	151.24	\$	17,392.60
46	ELECTRICAL CONDIUT AND CONDUCTORS	1.00 LS	\$	22,077.24	\$	22,077.24
47	STANDBY GENERATOR INCL. AUTOMATIC TRANSFER SWITCH	1.00 LS	\$	29,916.84	\$	29,916.84
48	MAIN DISCONNECT PANEL	1.00 LS	\$	2,170.56	\$	2,170.56
49	DUPLEX PUMP CONTROL PANEL	1.00 LS	\$	25,283.83	\$	25,283.83
50	208 V POWER SERVICE, AVISTA PROVIDED	1.00 LS	\$	8,701.90	\$	8,701.90
51	LIGHTING PANEL	1.00 LS	\$	3,051.41	\$	3,051.41
52	TELEMETRY PANEL	1.00 LS	\$	24,627.60	\$	24,627.60
53	MISCELLANEOUS ELECTRICAL EQUIPMENT	1.00 LS	\$	9,254.63	\$	9,254.63
54	LEVEL CONTROL SWITCHES	3.00 EA	\$	330.88	\$	992.64
55	LEVEL TRANSMITTER	1.00 EA	\$	4,500.52	\$	4,500.52
56	CLEANING EXISTING DRAINAGE STRUCTURE	3.00 EA	\$	1,233.31	\$	3,699.93

57	CLEANING EXISTING SANITARY SEWERS	1.00 EA	\$	2,587.69	\$	2,587.69
58	WEED SPRAYING AND CONTROL	2.00 EA	\$	258.77	\$	517.54
59	APPRENTICE UTILIZATION	1.00 LS	\$	4,830.08	\$	4,830.08
60	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$	1.00	\$	1.00
61	SPCC PLAN	1.00 LS	\$	418.86	\$	418.86
62	POTHOLING	16.00 EA	\$	767.51	\$	12,280.16
63	MOBILIZATION	1.00 LS	\$	13,273.85	\$	13,273.85
64	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$	16,494.71	\$	16,494.71
65	TYPE III BARRICADE	10.00 EA	\$	103.51	\$	1,035.10
66	TREE ROOT TREATMENT	1.00 EA	\$	776.31	\$	776.31
67	TREE PROTECTION ZONE	1.00 EA	\$	284.65	\$	284.65
68	TREE PRUNING	8.00 EA	\$	284.65	\$	2,277.20
69	REMOVE EXISTING CURB	200.00 LF	\$	13.96	\$	2,792.00
70	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	10.00 SY	\$	139.56	\$	1,395.60

71	SAWCUTTING CURB	4.00 EA	\$	174.45	\$	697.80
72	SAWCUTTING RIGID PAVEMENT	20.00 LFI	\$	34.89	\$	697.80
73	SAWCUTTING FLEXIBLE PAVEMENT	2,300.00 LFI	\$	1.58	\$	3,634.00
74	ROADWAY EXCAVATION INCL. HAUL	260.00 CY	\$	26.84	\$	6,978.40
75	REMOVE UNSUITABLE FOUNDATION MATERIAL	75.00 CY	\$	69.78	\$	5,233.50
76	REPLACE UNSUITABLE FOUNDATION MATERIAL	75.00 CY	\$	120.88	\$	9,066.00
77	CRUSHED SURFACING TOP COURSE	150.00 CY	\$	54.97	\$	8,245.50
78	CSTC FOR SIDEWALK AND DRIVEWAYS	2.00 CY	\$	230.22	\$	460.44
79	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	1,300.00 SY	\$	28.06	\$	36,478.00
80	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	1.00	\$	1.00
81	COMPACTION PRICE ADJUSTMENT	1.00 EST	\$	1.00	\$	1.00
82	CONNECT 4 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	1.00 EA	\$	2,093.38	\$	2,093.38
83	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	3.00 EA	\$	988.40	\$	2,965.20
84	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	3.00 EA	\$	930.39	\$	2,791.17
85	RECONSTRUCT 4 IN. MH INVERT	1.00 EA	\$	1,210.68	\$	1,210.68

86	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	75.00 CY	\$	46.52	\$	3,489.00
87	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	75.00 CY	\$	106.96	\$	8,022.00
88	IMPORTED BACKFILL	100.00 CY	\$	123.32	\$	12,332.00
89	TRENCH SAFETY SYSTEM	1.00 LS	\$	7,095.26	\$	7,095.26
90	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	697.79	\$	697.79
91	ENCASE WATER/SEWER AT CROSSINGS	5.00 EA	\$	2,108.84	\$	10,544.20
92	SANITARY SEWER FORCE MAIN DI PIPE 4 IN. DIA.	720.00 LF	\$	85.69	\$	61,696.80
93	ESC LEAD	1.00 LS	\$	761.73	\$	761.73
94	INLET PROTECTION	8.00 EA	\$	169.70	\$	1,357.60
95	CEMENT CONCRETE CURB	200.00 LF	\$	69.20	\$	13,840.00
96	CEMENT CONCRETE DRIVEWAY	8.00 SY	\$	280.72	\$	2,245.76
97	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	121.07	\$	121.07
98	CLEANING EXISTING DRAINAGE STRUCTURE	2.00 EA	\$	878.03	\$	1,756.06
99	CLEANING EXISTING SANITARY SEWERS	5.00 EA	\$	585.36	\$	2,926.80

Schedule A-1 Subtotal \$ 780,168.93

Summary of Bid Items **Bid Total** \$ 780,168.93

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

Project Number 2021091
Project Description Shiloh Hills Lift Station Rehabilitation and Force Main Replacement

Original Date Monday, January 23, 2023

Project Number: 2021091				Engineer's Estimate		INDUSTRIAL CONSTRUCTION OF WA		DW EXCAVATING INC		BIG SKY ID CORP		INLAND INFRASTRUCTURE	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	

Schedule Description

Tax Classification

Sales tax shall NOT be included in unit prices

Schedule 1

1	APPRENTICE UTILIZATION	1	LS	1,500.00	\$1,500.00	8,509.89	\$8,509.89	10,000.00	\$10,000.00	13,999.00	\$13,999.00	4,000.00	\$4,000.00
2	POTHOLING	5	EA	500.00	\$2,500.00	1,955.80	\$9,779.00	550.00	\$2,750.00	769.00	\$3,845.00	675.00	\$3,375.00
3	MOBILIZATION	1	LS	44,000.00	\$44,000.00	16,334.63	\$16,334.63	38,000.00	\$38,000.00	40,000.00	\$40,000.00	63,000.00	\$63,000.00
4	TREE ROOT TREATMENT	1	EA	500.00	\$500.00	776.31	\$776.31	960.00	\$960.00	1,338.00	\$1,338.00	950.00	\$950.00
5	TREE PRUNING	1	EA	300.00	\$300.00	284.65	\$284.65	350.00	\$350.00	342.00	\$342.00	350.00	\$350.00
6	REMOVAL OF STRUCTURE AND OBSTRUCTION	1	LS	25,000.00	\$25,000.00	7,548.08	\$7,548.08	12,400.00	\$12,400.00	25,048.00	\$25,048.00	70,000.00	\$70,000.00
7	REMOVE EXISTING CURB	5	LF	20.00	\$100.00	377.40	\$1,887.00	81.00	\$405.00	18.00	\$90.00	70.00	\$350.00
8	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	2	SY	250.00	\$500.00	943.51	\$1,887.02	9.50	\$19.00	102.00	\$204.00	175.00	\$350.00
9	SAWCUTTING CURB	2	EA	50.00	\$100.00	377.40	\$754.80	550.00	\$1,100.00	113.00	\$226.00	30.00	\$60.00
10	SAWCUTTING RIGID PAVEMENT	60	LFI	1.00	\$60.00	10.61	\$636.60	1.00	\$60.00	6.00	\$360.00	1.00	\$60.00
11	SAWCUTTING FLEXIBLE PAVEMENT	170	LFI	0.50	\$85.00	6.87	\$1,167.90	0.50	\$85.00	4.00	\$680.00	1.00	\$170.00
12	ROADWAY EXCAVATION INCL. HAUL	5	CY	40.00	\$200.00	150.96	\$754.80	250.00	\$1,250.00	214.00	\$1,070.00	650.00	\$3,250.00
13	REMOVE UNSUITABLE FOUNDATION MATERIAL	25	CY	40.00	\$1,000.00	137.59	\$3,439.75	30.00	\$750.00	37.00	\$925.00	75.00	\$1,875.00
14	REPLACE UNSUITABLE FOUNDATION MATERIAL	25	CY	50.00	\$1,250.00	226.82	\$5,670.50	46.00	\$1,150.00	47.00	\$1,175.00	55.00	\$1,375.00
15	CRUSHED SURFACING TOP COURSE	40	CY	50.00	\$2,000.00	89.01	\$3,560.40	180.00	\$7,200.00	60.00	\$2,400.00	245.00	\$9,800.00
16	CSTC FOR SIDEWALK AND DRIVEWAY	1	CY	200.00	\$200.00	488.95	\$488.95	390.00	\$390.00	461.00	\$461.00	820.00	\$820.00
17	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	25	SY	100.00	\$2,500.00	157.25	\$3,931.25	65.00	\$1,625.00	209.00	\$5,225.00	60.00	\$1,500.00
18	PRECAST CONCRETE VALVE VAULT 6 FT X 6 FT	1	LS	35,000.00	\$35,000.00	17,100.78	\$17,100.78	26,900.00	\$26,900.00	44,030.00	\$44,030.00	35,000.00	\$35,000.00
19	PRECAST CONCRETE WET WELL LID	1	LS	17,000.00	\$17,000.00	9,720.40	\$9,720.40	5,900.00	\$5,900.00	5,327.00	\$5,327.00	10,000.00	\$10,000.00
20	FUTURE FLOW METER VAULT	1	LS	8,000.00	\$8,000.00	6,659.72	\$6,659.72	4,300.00	\$4,300.00	6,767.00	\$6,767.00	6,500.00	\$6,500.00
21	GENERATOR CANOPY RELOCATION INCL. CONCRETE SLAB	1	LS	40,500.00	\$40,500.00	19,741.35	\$19,741.35	30,500.00	\$30,500.00	10,040.00	\$10,040.00	36,500.00	\$36,500.00
22	VALVE BOX AND COVER	2	EA	500.00	\$1,000.00	554.20	\$1,108.40	1,100.00	\$2,200.00	685.00	\$1,370.00	450.00	\$900.00
23	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10	CY	35.00	\$350.00	132.90	\$1,329.00	43.00	\$430.00	38.00	\$380.00	75.00	\$750.00
24	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10	CY	45.00	\$450.00	132.90	\$1,329.00	46.00	\$460.00	59.00	\$590.00	55.00	\$550.00
25	IMPORTED BACKFILL	20	CY	60.00	\$1,200.00	233.78	\$4,675.60	46.00	\$920.00	53.00	\$1,060.00	55.00	\$1,100.00
26	TRENCH SAFETY SYSTEM	1	LS	5,000.00	\$5,000.00	5,399.16	\$5,399.16	5,200.00	\$5,200.00	597.00	\$597.00	5,000.00	\$5,000.00
27	TEMPORARY ADJACENT UTILITY SUPPORT	1	LS	2,000.00	\$2,000.00	1,887.02	\$1,887.02	2,200.00	\$2,200.00	896.00	\$896.00	5,000.00	\$5,000.00
28	FROST FREE YARD HYDRANT WITH PREMISE ISOLATION	1	LS	11,500.00	\$11,500.00	11,770.67	\$11,770.67	18,100.00	\$18,100.00	11,838.00	\$11,838.00	11,050.00	\$11,050.00
29	SANITARY SEWER FORCE MAIN DI PIPE 4 IN. DIA.	84	LF	125.00	\$10,500.00	184.29	\$15,480.36	170.00	\$14,280.00	135.00	\$11,340.00	260.00	\$21,840.00
30	BYPASS SEWER PUMPING	1	LS	20,000.00	\$20,000.00	38,160.41	\$38,160.41	28,700.00	\$28,700.00	49,123.00	\$49,123.00	51,500.00	\$51,500.00

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

31	PLUG VALVE 4 IN.	4	EA	1,200.00	\$4,800.00	2,337.96	\$9,351.84	2,400.00	\$9,600.00	2,424.00	\$9,696.00	1,600.00	\$6,400.00
32	FORCE MAIN BYPASS CONNECTION	1	LS	3,500.00	\$3,500.00	6,189.73	\$6,189.73	1,800.00	\$1,800.00	1,827.00	\$1,827.00	2,000.00	\$2,000.00
33	ESC LEAD	1	LS	1,000.00	\$1,000.00	3,774.04	\$3,774.04	1,000.00	\$1,000.00	1,534.00	\$1,534.00	6,750.00	\$6,750.00
34	INLET PROTECTION	4	EA	150.00	\$600.00	162.65	\$650.60	142.00	\$568.00	81.00	\$324.00	80.00	\$320.00
35	TOPSOIL TYPE A, 2 INCH THICK	200	SY	5.00	\$1,000.00	23.38	\$4,676.00	12.00	\$2,400.00	11.00	\$2,200.00	23.00	\$4,600.00
36	SEEDING AND FERTILIZING BY HAND	200	SY	2.00	\$400.00	4.02	\$804.00	2.50	\$500.00	2.00	\$400.00	7.00	\$1,400.00
37	CEMENT CONCRETE CURB	5	LF	150.00	\$750.00	282.22	\$1,411.10	224.00	\$1,120.00	515.00	\$2,575.00	340.00	\$1,700.00
38	CEMENT CONCRETE DRIVEWAY	2	SY	100.00	\$200.00	572.61	\$1,145.22	211.00	\$422.00	1,590.00	\$3,180.00	500.00	\$1,000.00
39	CHAIN LINK FENCE - 6 FT. TALL	76	LF	45.00	\$3,420.00	91.15	\$6,927.40	68.00	\$5,168.00	66.00	\$5,016.00	60.00	\$4,560.00
40	DOUBLE 16 FT. CHAIN LINK GATE	2	EA	2,500.00	\$5,000.00	1,642.98	\$3,285.96	2,000.00	\$4,000.00	996.00	\$1,992.00	1,750.00	\$3,500.00
41	PRIVACY SLATS	100	LF	25.00	\$2,500.00	8.04	\$804.00	23.00	\$2,300.00	22.00	\$2,200.00	20.00	\$2,000.00
42	TEMPORARY CONSTRUCTION FENCING	1	LS	2,000.00	\$2,000.00	2,166.50	\$2,166.50	1,900.00	\$1,900.00	1,058.00	\$1,058.00	5,750.00	\$5,750.00
43	PUMPS W/SUBMERSIBLE MOTORS INCL. PIPING, FITTING & APPURTENANCES	1	LS	50,000.00	\$50,000.00	113,640.73	\$113,640.73	106,000.00	\$106,000.00	#####	\$109,262.00	94,865.00	\$94,865.00
44	SYSTEM STARTUP AND COMMISSIONING	1	LS	3,000.00	\$3,000.00	5,494.02	\$5,494.02	3,200.00	\$3,200.00	15,556.00	\$15,556.00	3,250.00	\$3,250.00
45	NATURAL GAS SERVICE LINE/METER INCL. TRENCHING, BEDDING & BACKFILL	115	LF	65.00	\$7,475.00	151.24	\$17,392.60	65.00	\$7,475.00	99.00	\$11,385.00	32.00	\$3,680.00
46	ELECTRICAL CONDUIT AND CONDUCTORS	1	LS	93,000.00	\$93,000.00	22,077.24	\$22,077.24	25,000.00	\$25,000.00	42,624.00	\$42,624.00	25,000.00	\$25,000.00
47	STANDBY GENERATOR INCL. AUTOMATIC TRANSFER SWITCH	1	LS	115,000.00	\$115,000.00	29,916.84	\$29,916.84	37,000.00	\$37,000.00	47,917.00	\$47,917.00	32,500.00	\$32,500.00
48	MAIN DISCONNECT PANEL	1	LS	8,500.00	\$8,500.00	2,170.56	\$2,170.56	2,700.00	\$2,700.00	4,667.00	\$4,667.00	2,500.00	\$2,500.00
49	DUPLEX PUMP CONTROL PANEL	1	LS	42,500.00	\$42,500.00	25,283.83	\$25,283.83	31,500.00	\$31,500.00	23,955.00	\$23,955.00	27,500.00	\$27,500.00
50	208 V POWER SERVICE, AVISTA PROVIDED	1	LS	12,300.00	\$12,300.00	8,701.90	\$8,701.90	10,800.00	\$10,800.00	3,372.00	\$3,372.00	9,500.00	\$9,500.00
51	LIGHTING PANEL	1	LS	5,500.00	\$5,500.00	3,051.41	\$3,051.41	3,800.00	\$3,800.00	4,300.00	\$4,300.00	3,250.00	\$3,250.00
52	TELEMETRY PANEL	1	LS	6,500.00	\$6,500.00	24,627.60	\$24,627.60	30,600.00	\$30,600.00	22,275.00	\$22,275.00	25,000.00	\$25,000.00
53	MISCELLANEOUS ELECTRICAL EQUIPMENT	1	LS	16,000.00	\$16,000.00	9,254.63	\$9,254.63	11,500.00	\$11,500.00	19,787.00	\$19,787.00	10,000.00	\$10,000.00
54	LEVEL CONTROL SWITCHES	3	EA	1,100.00	\$3,300.00	330.88	\$992.64	1,200.00	\$3,600.00	572.00	\$1,716.00	1,050.00	\$3,150.00
55	LEVEL TRANSMITTER	1	EA	5,500.00	\$5,500.00	4,500.52	\$4,500.52	5,600.00	\$5,600.00	11,138.00	\$11,138.00	5,000.00	\$5,000.00
56	CLEANING EXISTING DRAINAGE STRUCTURE	3	EA	500.00	\$1,500.00	1,233.31	\$3,699.93	400.00	\$1,200.00	405.00	\$1,215.00	800.00	\$2,400.00
57	CLEANING EXISTING SANITARY SEWER	1	EA	750.00	\$750.00	2,587.69	\$2,587.69	900.00	\$900.00	2,431.00	\$2,431.00	800.00	\$800.00
58	WEED SPRAYING AND CONTROL	2	EA	300.00	\$600.00	258.77	\$517.54	400.00	\$800.00	249.00	\$498.00	1,075.00	\$2,150.00
Bid Total					\$630,890.00		\$516,869.47		\$531,037.00		\$594,846.00		\$637,500.00

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

Project Number 2021091

Project Description Shiloh Hills Lift Station Rehabilitation and Force Main Replacement

Original Date

Monday, January 23, 2023

Project Number: 2021091			Engineer's Estimate		INDUSTRIAL CONSTRUCTION OF WA		DW EXCAVATING INC		BIG SKY ID CORP		INLAND INFRASTRUCTURE	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 2

Sales tax shall NOT be included in unit prices

1	APPRENTICE UTILIZATION	1	LS	1,000.00	\$1,000.00	4,830.08	\$4,830.08	7,500.00	\$7,500.00	13,999.00	\$13,999.00	10,000.00	\$10,000.00
2	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1	EST	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1	LS	500.00	\$500.00	418.86	\$418.86	750.00	\$750.00	2,489.00	\$2,489.00	600.00	\$600.00
4	POTHOLING	16	EA	500.00	\$8,000.00	767.51	\$12,280.16	550.00	\$8,800.00	769.00	\$12,304.00	675.00	\$10,800.00
5	MOBILIZATION	1	LS	22,000.00	\$22,000.00	13,273.85	\$13,273.85	25,000.00	\$25,000.00	5,000.00	\$5,000.00	33,000.00	\$33,000.00
6	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	25,000.00	\$25,000.00	16,494.71	\$16,494.71	10,000.00	\$10,000.00	14,124.00	\$14,124.00	20,000.00	\$20,000.00
7	TYPE III BARRICADE	10	EA	150.00	\$1,500.00	103.51	\$1,035.10	130.00	\$1,300.00	124.00	\$1,240.00	125.00	\$1,250.00
8	TREE ROOT TREATMENT	1	EA	500.00	\$500.00	776.31	\$776.31	960.00	\$960.00	1,338.00	\$1,338.00	950.00	\$950.00
9	TREE PROTECTION ZONE	1	EA	800.00	\$800.00	284.65	\$284.65	350.00	\$350.00	404.00	\$404.00	350.00	\$350.00
10	TREE PRUNING	8	EA	300.00	\$2,400.00	284.65	\$2,277.20	350.00	\$2,800.00	342.00	\$2,736.00	350.00	\$2,800.00
11	REMOVE EXISTING CURB	200	LFI	20.00	\$4,000.00	13.96	\$2,792.00	6.00	\$1,200.00	20.00	\$4,000.00	12.50	\$2,500.00
12	REMOVE CEMENT CONCRETE SIDEWALK AND	10	10	25.00	\$250.00	139.56	\$1,395.60	23.00	\$230.00	5.00	\$50.00	48.00	\$480.00
13	SAWCUTTING CURB	4	EA	50.00	\$200.00	174.45	\$697.80	32.00	\$128.00	113.00	\$452.00	30.00	\$120.00
14	SAWCUTTING RIGID PAVEMENT	20	LFI	1.00	\$20.00	34.89	\$697.80	1.00	\$20.00	23.00	\$460.00	1.00	\$20.00
15	SAWCUTTING FLEXIBLE PAVEMENT	2300	LFI	0.50	\$1,150.00	1.58	\$3,634.00	0.50	\$1,150.00	3.00	\$6,900.00	1.00	\$2,300.00
16	ROADWAY EXCAVATION INCL. HAUL	260	CY	40.00	\$10,400.00	26.84	\$6,978.40	35.00	\$9,100.00	84.00	\$21,840.00	75.00	\$19,500.00
17	REMOVE UNSUITABLE FOUNDATION	75	CY	40.00	\$3,000.00	69.78	\$5,233.50	30.00	\$2,250.00	38.00	\$2,850.00	75.00	\$5,625.00
18	REPLACE UNSUITABLE FOUNDATION	75	CY	50.00	\$3,750.00	120.88	\$9,066.00	46.00	\$3,450.00	45.00	\$3,375.00	55.00	\$4,125.00
19	CRUSHED SURFACING TOP COURSE	150	CY	50.00	\$7,500.00	54.97	\$8,245.50	176.00	\$26,400.00	76.00	\$11,400.00	128.00	\$19,200.00
20	CSTC FOR SIDEWALK AND DRIVEWAYS	2	CY	200.00	\$400.00	230.22	\$460.44	390.00	\$780.00	231.00	\$462.00	350.00	\$700.00
21	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH	1300	SY	30.00	\$39,000.00	28.06	\$36,478.00	25.00	\$32,500.00	29.00	\$37,700.00	22.00	\$28,600.00
22	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1	EST	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
23	COMPACTION PRICE ADJUSTMENT	1	EST	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
24	CONNECT 4 IN DIA PIPE TO EXISTING CB, DW,	1	EA	2,500.00	\$2,500.00	2,093.38	\$2,093.38	490.00	\$490.00	2,279.00	\$2,279.00	1,200.00	\$1,200.00
25	ADJUST EXISTING VALVE BOX , MON OR CO IN	3	EA	250.00	\$750.00	988.40	\$2,965.20	800.00	\$2,400.00	486.00	\$1,458.00	750.00	\$2,250.00
26	ADJUST EXISTING MH, CB, DW, OR INLET IN	3	EA	750.00	\$2,250.00	930.39	\$2,791.17	950.00	\$2,850.00	375.00	\$1,125.00	750.00	\$2,250.00
27	RECONSTRUCT 4 IN. MH INVERT	1	EA	4,500.00	\$4,500.00	1,210.68	\$1,210.68	2,200.00	\$2,200.00	364.00	\$364.00	4,500.00	\$4,500.00
28	REMOVE UNSUITABLE PIPE FOUNDATION	75	CY	35.00	\$2,625.00	46.52	\$3,489.00	42.00	\$3,150.00	50.00	\$3,750.00	75.00	\$5,625.00
29	REPLACE UNSUITABLE PIPE FOUNDATION	75	CY	45.00	\$3,375.00	106.96	\$8,022.00	46.00	\$3,450.00	65.00	\$4,875.00	55.00	\$4,125.00
30	IMPORTED BACKFILL	100	CY	60.00	\$6,000.00	123.32	\$12,332.00	46.00	\$4,600.00	71.00	\$7,100.00	55.00	\$5,500.00

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

31	TRENCH SAFETY SYSTEM	1	LS	5,000.00	\$5,000.00	7,095.26	\$7,095.26	7,000.00	\$7,000.00	597.00	\$597.00	10,000.00	\$10,000.00
32	TEMPORARY ADJACENT UTILITY SUPPORT	1	LS	5,000.00	\$5,000.00	697.79	\$697.79	2,200.00	\$2,200.00	896.00	\$896.00	10,000.00	\$10,000.00
33	ENCASE WATER/SEWER AT CROSSING	5	EA	2,500.00	\$12,500.00	2,108.84	\$10,544.20	3,100.00	\$15,500.00	1,930.00	\$9,650.00	1,400.00	\$7,000.00
34	SANITARY SEWER FORCE MAIN DI PIPE 4 IN.	720	LFI	140.00	\$100,800.00	85.69	\$61,696.80	114.00	\$82,080.00	86.00	\$61,920.00	120.00	\$86,400.00
35	ESC LEAD	1	LS	3,000.00	\$3,000.00	761.73	\$761.73	2,100.00	\$2,100.00	767.00	\$767.00	8,000.00	\$8,000.00
36	INLET PROTECTION	8	EA	150.00	\$1,200.00	169.70	\$1,357.60	120.00	\$960.00	81.00	\$648.00	80.00	\$640.00
37	CEMENT CONCRETE CURB	200	LFI	150.00	\$30,000.00	69.20	\$13,840.00	55.00	\$11,000.00	70.00	\$14,000.00	55.00	\$11,000.00
38	CEMENT CONCRETE DRIVEWAY	8	SY	100.00	\$800.00	280.72	\$2,245.76	104.00	\$832.00	398.00	\$3,184.00	170.00	\$1,360.00
39	CLASSIFICATION AND PROTECTION OF	1	LS	4,000.00	\$4,000.00	121.07	\$121.07	7,770.00	\$7,770.00	7,467.00	\$7,467.00	6,500.00	\$6,500.00
40	CLEANING EXISTING DRAINAGE STRUCTURE	2	EA	500.00	\$1,000.00	878.03	\$1,756.06	400.00	\$800.00	405.00	\$810.00	800.00	\$1,600.00
41	CLEANING EXISTING SANITARY SEWER	5	EA	750.00	\$3,750.00	585.36	\$2,926.80	900.00	\$4,500.00	486.00	\$2,430.00	800.00	\$4,000.00
Bid Total				\$320,423.00		\$263,299.46		\$288,553.00		\$266,446.00		\$334,873.00	

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

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Total</i>
ENGINEER'S ESTIMATE	\$630,890.00	\$320,423.00	0.00	0.00	0.00	0.00	\$951,313.00
INDUSTRIAL CONSTRUCTION OF WA	\$516,869.47	\$263,299.46	0.00	0.00	0.00	0.00	\$780,168.93
DW EXCAVATING INC	\$531,037.00	\$288,553.00	0.00	0.00	0.00	0.00	\$819,590.00
BIG SKY ID CORP	\$594,846.00	\$266,446.00	0.00	0.00	0.00	0.00	\$861,292.00
INLAND INFRASTRUCTURE	\$637,500.00	\$334,873.00	0.00	0.00	0.00	0.00	\$972,373.00

Low Bid Contractor: INDUSTRIAL CONSTRUCTION OF WA

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	850,384.13	1,036,931.17	17.99 % Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	<u>850,384.13</u>	<u>1,036,931.17</u>	<u>17.99 % Under Estimate</u>



Agenda Sheet for City Council Meeting of:

02/13/2023

Date Rec'd	2/1/2023
Clerk's File #	OPR 2022-0199
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR# 24453

Submitting Dept	INNOVATION & TECHNOLOGY SERVICES
Contact Name/Phone	MICHAEL SLOON 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 TRUEPOINT PROFESSIONAL SERVICES

Agenda Wording

Contract renewal with Truepoint Solutions, LLC for Professional Services. Company was selected via Federal Contract GSA-35F025BA. Contract term beginning March 1, 2023 through February 28, 2024 and shall not exceed \$100,000.00.

Summary (Background)

Truepoint provides Professional Services in support of Accela enhancements for the Planning Departments. These enhancements provide robust and flexible tools for delivering permit-based services and solutions throughout the City. 1st of 4 renewal options.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ \$75,000

Expense \$ \$25,000

Select \$

Select \$

Budget Account

4700-30210-24100-54201-99999

2024 Funds

#

#

Approvals

Dept Head SLOON, MICHAEL

Division Director SLOON, MICHAEL

Finance ORLOB, KIMBERLY

Legal HARRINGTON, MARGARET

For the Mayor PERKINS, JOHNNIE

Additional Approvals

Purchasing WAHL, CONNIE

Council Notifications

Study Session\Other PIES COMMITTEE
1/30/23

Council Sponsor CM MICHAEL CATHCART

Distribution List

Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

Legal - mharrington@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Kent Johnson - kjohnson@truepointsolutions.com

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability (PIES) Committee

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: January 30th, 2023
Agenda Item Name	Contract with TruePoint Solutions, LLC for Accela Software Professional Services and Support.
Summary (Background)	TruePoint provides professional services in support of Accela enhancements for the Planning Departments. These enhancements provide robust and flexible tools for delivering permit-based services and solutions throughout the City. Contract renewal term beginning March 1, 2023, through February 28, 2024, and shall not exceed \$100,000.00. Company selection and pricing via Federal Contract Number: GSA-35F-025BA.
Proposed Council Action & Date:	Pass Council on February 13 th , 2023.
Fiscal Impact:	
Total Cost: \$100,000.00	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual	
Specify funding source: Myspokane	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual	
Other budget impacts: NA	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual professional services 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 professional services support	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual professional services support	
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 in our permitting management system.	



City of Spokane
**CONTRACT AMENDMENT AND
RENEWAL 1 of 4**
Title: PROFESSIONAL SERVICES

This Contract Amendment/Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **TRUEPOINT SOLUTIONS, LLC**, whose address is 774 Mays Boulevard, No. 10-377, Incline Village, Nevada 89451, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein Company agreed to provide Professional Services to the City of Spokane; and

WHEREAS, the original Contract provided for four (4) one (1) year renewals with this being the first of those renewals; and a change to the original contract has been requested; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 22, 2022, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on March 1, 2023 and shall run through February 28, 2024.

3. AMENDMENT.

The pricing set forth in GSA 70 GS-35F-25, attached as Exhibit B, has been increased.

4. COMPENSATION.

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

5. 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

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

EXHIBIT B

AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

SPECIAL ITEM NUMBER 54151S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FSC/PSC Class D302 IT AND TELECOM- SYSTEMS DEVELOPMENT

FSC/PSC Class D306 IT AND TELECOM- SYSTEMS ANALYSIS

FSC/PSC Class D307 IT AND TELECOM- IT STRATEGY AND ARCHITECTURE

FSC/PSC Class D308 IT AND TELECOM- PROGRAMMING

FSC/PSC Class D311 IT AND TELECOM- DATA CONVERSION



TruePoint Solutions, LLC
3262 Penryn Road, 100-B
Loomis, CA. 95650
916-259-1293 ph
916-256-1975 fax

www.truepointsolutions.com
kjohnson@truepointsolutions.com

Contract Number: GS-35F-025BA
Period Covered by Contract: October 11, 2013 to October 10, 2023

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # PS-0009, dated 10-04-2022

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

Table of Contents

CONTENTS	PAGE
Cover Sheet	1
Table of Content	2
Information for ordering activities	4
Geographic scope of contract	4
Ordering address and payment information	4
Liability for injury or damage	5
Statistical data for govt. Ordering office completion of standard Form 279	5
Fob destination	5
Delivery schedule	5
Discounts	6
Trade agreements act of 1979	6
Statement concerning availability of export packing	6
Small Requirements	6
Maximum order	6
Ordering procedures for federal supply schedule contracts	6
Federal information technology/telecommunication standards requirements	6
Federal information processing standards publications (FIPS PUBS)	6
Federal telecommunication standards (FED-STDS)	7
Contractor tasks / special requirements (C-FSS-370)	7
Contract administration for ordering activities	8
GSA advantage!	8
Purchase of open market items	8
Contractor commitments, warranties and representations	8
Overseas activities	9
Blanket purchase agreements (BPAs)	9
Contractor team arrangements	9
Installation, deinstallation, reinstallation	9
Section 508 compliance	10
Prime contractor ordering from federal supply schedules	10
Insurance—work on a government installation	10
Software interoperability	10
Advance payments	10

Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 54151S)	12
USA commitment to promote small business participation procurement programs	17

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

TruePoint Solutions,
LLC 3262 Penryn Road
Loomis, CA. 95650

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

T: 916 -259-1293
F: 916-256-1975

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 836971718:

Type of Contractor – B

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - NO

Block 36: Contractor's Taxpayer Identification Number (TIN): 20-1664808

4a. CAGE Code: 6DAPO

Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
54151S	_____Days TBD @ Task Order Level

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: Net 30 Days from receipt of invoice or date of acceptance
- b. Quantity none
- c. Dollar Volume : For a Single order over \$250 k gets an additional 3%
- d. Government Educational Institutions same
- e. Other none

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.00.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 54151S - Information Technology Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal

Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a

product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NOT OFFERED

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT)

Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes X

No _____

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): _____

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation 1 – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 54151S IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

SIN	SERVICE	PRICE OFFERED TO GSA (including IFF)
54151S	Business Analyst	\$ 157.94
54151S	Implementation Consultant I	\$ 147.41
54151S	Project Manager	\$ 173.72
54151S	Report Dev Consultant	\$ 147.41
54151S	Technical Consultant	\$ 147.41
54151S	Trainer	\$ 173.72
54151S	Web Consultant	\$ 173.72

Service	Brief Description	Yrs of Experience	Min Education Requirements
Project Manager	Heads entire scope of project and serves as the TruePoint point of contact for the agency. Prepares regular status reports to summarize progress of the project.	7yrs	Bachelor's of Science or equivalent experience*
Report Development Consultant	Responsible for creating customized reports. Provides services to extend your system's reporting functions and performance or migrate your technology to the latest platform and benefits. Our Reporting Consultants work closely with each client to plan, build, and test reports.	4yrs	Bachelor's of Science or equivalent experience*
Implementation Consultant I	Configure, test, and implement software to track government activities. Conduct training for users and administrators of the system. Design reports to meet customer specifications.	5yrs	Bachelor's of Science or equivalent experience*
Business Analyst	Responsible for business process analysis and reengineering efforts, as well as requirements collection and documentation.	8yrs	Bachelor's of Science or equivalent experience*
Technical Consultant	Responsible for data conversion during implementation process, ensuring that data integrity is maintained throughout.	6yrs	Bachelor's of Science or equivalent experience*
Web Consultant	Assist customers with developing and designing a customized public access portal to provide citizen access to the database.	5yrs	Bachelor's of Science or equivalent experience*

Trainer	The Trainer provides administrative training, core team setup training and end user training to Agency staff.	5yrs	Bachelor's of Science or equivalent experience*
---------	---	------	---

* It is TruePoint's standard commercial practice to substitute experience for education using the following methodology: While the TruePoint team is comprised of some of the most effective consultants in the industry, there are nominal instances where this success is not a direct result of the conferral of a college degree, but rather, of a broad range of lived project experience, ultimately generating success at a significant number of TruePoint (and other agency) engagements. TruePoint's methodology for replacement substitutes five years of successful project experience for a BS degree. There are only a few employees at our firm who do not possess a four year degree, but we would insist that their accomplishments (as demonstrated in their resumes) provide ample evidence of their efficacy.

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

TruePoint Solutions, LLC provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

Kent Johnson kjohnson@truepointsolutions.com 916-259-1293 ph 916-256-1975 fax

916-607-4490 cell

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be__.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;

- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.



License Information:

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

Entity name: TRUEPOINT SOLUTIONS, LLC

Business name: TRUEPOINT SOLUTIONS, LLC

Entity type: [Limited Liability Company](#)

UBI #: 603-125-641

Business ID: 001

Location ID: 0001

Location: Active

Location address: 774 MAYS BLVD STE 10-377
INCLINE VILLAGE NV 89451-9669

Mailing address: 774 MAYS BLVD STE 10377
INCLINE VILLAGE NV 89451-7621

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane General Business - Non-Resident				Active	Nov-30-2023	Sep-26-2014

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

Governing people	Title
TRUEPOINT SOLUTIONS	
TRUEPOINT SOLUTIONS LLC,	

The Business Lookup information is updated nightly. Search date and time: 1/3/2023 10:07:25 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



Agenda Sheet for City Council Meeting of:
02/13/2023

Date Rec'd	2/7/2023
Clerk's File #	CPR 2023-0002
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	LEONARD DAVIS 625-6028
Contact E-Mail	LDAVIS@SPOKANECITY.ORG
Agenda Item Type	Claim Item
Agenda Item Name	5600-CLAIMS-2023

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 2/3/2023. Total:\$5,492,382.89 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$5,033,467.64

Summary (Background)

Pages 1-25 Check numbers: 591795 - 591942 ACH payment numbers: 112155 - 112390 On file for review in City Clerks Office: 25 Page listing of Claims Note:

Lease? NO	Grant related?	Public Works? NO
Fiscal Impact		Budget Account
Expense \$ 5,033,467.64		# Various
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	MURRAY, MICHELLE	Study Session\Other	
Division Director	WALLACE, TONYA	Council Sponsor	
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

APPROVAL FUND SUMMARY

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	682,335.37
1100	STREET FUND	99,037.85
1200	CODE ENFORCEMENT FUND	24,627.96
1360	MISCELLANEOUS GRANTS FUND	12,840.20
1460	PARKING METER REVENUE FUND	1,209.90
1560	FORFEITURES & CONTRIBUTION FND	5,831.37
1620	PUBLIC SAFETY & JUDICIAL GRANT	16,759.55
1630	COMBINED COMMUNICATIONS CENTER	1,000.00
1640	COMMUNICATIONS BLDG M&O FUND	23,902.42
1970	FIRE/EMS FUND	171,044.66
1980	DEFINED CONTRIBUTION ADMIN FND	59.33
3200	ARTERIAL STREET FUND	15,454.98
3365	2018 UTGO LIBRARY CAPITAL BOND	8,336.32
4100	WATER DIVISION	70,460.97
4250	INTEGRATED CAPITAL MANAGEMENT	1,039,710.96
4300	SEWER FUND	28,233.16
4480	SOLID WASTE FUND	21,189.80
4700	DEVELOPMENT SVCS CENTER	347.65
5100	FLEET SERVICES FUND	300,352.13
5200	PUBLIC WORKS AND UTILITIES	6,719.43
5300	IT FUND	102,032.15
5400	REPROGRAPHICS FUND	11,088.33
5500	PURCHASING & STORES FUND	16.06
5750	OFFICE OF PERFORMANCE MGMT	127.95
5800	RISK MANAGEMENT FUND	164,804.09
5810	WORKERS' COMPENSATION FUND	1,379.12
5820	UNEMPLOYMENT COMPENSATION FUND	500.00
5830	EMPLOYEES BENEFITS FUND	1,486,475.04
5900	FACILITIES MANAGEMENT FUND OPS	32,113.61
5902	PROPERTY ACQUISITION POLICE	16,954.95
5903	PROPERTY ACQUISITION FIRE	6,195.92
6070	FIREFIGHTERS' PENSION FUND	127,474.91
6080	POLICE PENSION FUND	76,925.45
6250	MUNICIPAL COURT	47.23
6255	LAW ENFORCEMENT RECORDS MGMT	17,419.00
6730	PARKING & BUSINESS IMPROV DIST	11,087.64
6920	CLAIMS CLEARING FUND	250.00
	TOTAL:	4,584,345.46

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 05

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 02/06/23
TIME: 07:51
PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	6,718.43	25.62	
00591795	ADVANCE AUTO PARTS	51.98		
00591796	BRIAN BLANKENSTEIN	3,877.20		
00591797	CENTRAL MACHINERY SALES INC	29.68		
00591798	CENTURYLINK	414.19		
00591799	CENTURYLINK	2,527.57		
00591800	NORFOLK IRON & METAL CO	3,344.70		
00591801	DIRECT AUTOMOTIVE DISTRIBUTI	1,453.56		
00591802	JIT TRUCK PARTS LLC	864.18		
00591803	NW BUSINESS PRESS INC	54.95		
00591804	LHM - SPOKANE LLC	520.42		
00591805	PROVIDENCE HEALTH SERVICES	18.90		
00591806	GARY A TASKEY	24.00		
00591807	BARBARA BAKER	209.02		
00591808	LIBERTY AVE LLC	2,370.84		
00591809	JOHN J JORDAN	311.70		
00591810	KAREN ECKEL	500.00		
00591811	BART BERTHOLIC	500.00		
00591812	MICHELLE SWANSON	283.20		
00591813	LEAVITT MACHINERY USA INC	588.21		
00591814	JOSHUA J NICHOLSON	136.00		
00591815	O'REILLY AUTOMOTIVE STORES I	102.63		
00591816	RAYMOND HANDLING CONCEPTS CO	24,170.76		
00591817	SIX ROBBLEES INC	769.79		
00591818	SPOKANE COUNTY PROSECUTING	698.55		
00591819	SPOKANE COUNTY TREASURER	47.23		
00591820	TRUCKPRO HOLDING CORPORATION	123.63		
00591821	US MARSHAL SERVICE	3,572.00		
00591822	WA ASSN OF SHERIFFS & POLICE	1,075.00		
00591823	WA STATE ASSN OF MUNICIPAL	630.00		
00591824	WAXIE SANITARY SUPPLY	91.02		
00591825	NATIONSERVE	321.55		
00591826	A TO Z RENTALS	24.42		
00591827	AT&T MOBILITY	9,962.40		
00591828	DAVID L HECKLER	136.00		
00591829	JOSEPH HEFLING	183.72		
00591830	CAMERA CARE	92.65		
00591831	CAMERA CARE	92.65		
00591832	O'REILLY AUTOMOTIVE STORES I	114.12		
00591833	SIGN MAN INC	267.89		
00591834	SIX ROBBLEES INC	562.25		
00591835	SPOKANE CITY TREASURER	38.66		
00591836	SPOKANE CITY TREASURER	3,012.22		
00591837	SPOKANE FIRE DEPARTMENT	6.68		
00591838	SPOKANE POLICE DEPARTMENT	61.55		
00591839	CRAIG MEIDL OR JUSTIN LUNDGR	5,620.00		
00591840	SPOKANE REGIONAL CLEAN AIR	643.00		
00591841	TRUCKPRO HOLDING CORPORATION	1,477.45		
00591842	JASON TOLLIVER	136.00		
00591843	T-MOBILE	29.75		
00591844	T-MOBILE	1,680.91		
00591845	WA STATE DEPT OF NATURAL	5,804.57		
00591846	NATIONSERVE	256.15		

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 05

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 02/06/23
TIME: 07:51
PAGE: 2

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00591847	THE ENGRAVER INC			28.34
00591848	MODERN CONSTRUCTION			8,143.05
00591849	PNW PICKLEBALL ASSOCIATION			3,908.00
00591850	SAFETY KLEEN CORPORATION			221.49
00591851	KELLY CHADWICK			130,000.00
00591852	SUMMIT NATIONAL BANK			11,398.85
00591853	VISIONARY COMMUNICATIONS, IN			411.55
00591854	WASHINGTON STATE UNIVERSITY			35.00
00591855	ALABAMA CANINE LAW ENFORCEME	13,000.00		
00591856	BIG SKY INDUSTRIAL/DIV OF	3,242.75		
00591857	GENERAL DYNAMICS INFORMATION	36,773.00		
00591858	HI-LINE ELECTRIC CO	580.92		
00591859	GLORIA J FARROW	22,000.00		
00591860	JAMES KREITZ	250.00		
00591861	SIGN MAN INC	352.29		
00591862	WEST PLAINS DEVELOPMENT LLC	12,809.00		
00591863	CENTER POINT PUBLISHING INC		284.64	
00591864	CENTURYLINK		360.42	
00591865	DEVIKA GATES		100.00	
00591866	STATESMAN EXAMINER		50.00	
00591869	RICHARD H BALE MD	179.00		
00591907	SPOKANE PRODUCTION SERVICE			2,262.88
00591908	TIMOTHY A ARZEN	136.00		
00591909	JAMES L BOCKSTRUCK	136.00		
00591910	EVERGREEN FOUNTAINS LLC	4,809.32		
00591911	EVERGREEN FOUNTAINS LLC	5,961.00		
00591912	EVERGREEN FOUNTAINS LLC	4,575.00		
00591913	FAIRWINDS SPOKANE LLC	44,405.00		
00591914	MADRONA PEAK LLC	1,612.43		
00591915	GERAS LLC	908.00		
00591916	GN HEARING CARE CORPORATION	158.92		
00591917	UNITED STATES TREASURY	59.33		
00591918	RICHARD JORGENSON	97.79		
00591919	DESA A STORY	15.00		
00591920	MARK IV MOTEL LLC	380.00		
00591921	MARSH & MCLENNAN AGENCY LLC	1,320.00		
00591922	BRADLEY & KATHRYN HARR	168.73		
00591923	KIMBERLY HOLMSTROM	89.51		
00591924	GARY FARRELL	126.66		
00591925	LISA BROWN	254.00		
00591926	JEFFREY LEINEN	210.80		
00591927	NL NORTHWEST INVESTMENTS LLC	90.21		
00591928	JASON MCCATHREN	181.46		
00591929	SARAH GILMORE & JUSTIN RICK	75.76		
00591930	ELIZABETH MOSTAD & LORRIN	252.79		
00591931	ALEXANDER TAYLOR & ANASTASIY	1,989.22		
00591932	RYAN SHEEHAN	7,307.16		
00591933	OMNICARE LLC	12.92		
00591934	PROVIDENCE HEALTH & SERVICES	422.00		
00591935	RACE FORWARD	5,000.00		
00591936	RVET OPERATING LLC	960.00		
00591937	SNOW PEAK 1 LIBERTY LAKE REA	7,325.00		
00591938	SPOKANE CITY TREASURER	202.00		

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 05

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 02/06/23
TIME: 07:51
PAGE: 3

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00591939	SPOKANE COUNTY BAR ASSN	1,900.00		

00591940	SPOKANE FIRE DEPARTMENT	76.10
00591941	SULLIVAN VENTURES, LLC	6,125.00
00591942	WA STATE SUPREME COURT	12.78
80112155	ABM JANITORIAL SERVICES SOUT	520.00
80112156	ALEXANDER'S METER READING	9,430.00
80112157	ALLIANT INSURANCE SERVICES I	2,799.84
80112158	UNIVERSAL PROTECTION SERVICE	541.38
80112159	ALS LABORATORY GROUP	350.00
80112160	ARCHIVESOCIAL INC	15,588.00
80112161	AVERY DENNISON	4,827.61
80112162	BACON CONCRETE INC	12,073.07
80112163	BATTERY SYSTEMS INC	3,949.93
80112164	BEACON SERVICE INC	1,208.36
80112165	BKK ENTERPRISES LLC	33,000.84
80112166	BUDINGER & ASSOCIATES INC	21,591.80
80112167	DOWNTOWN SPOKANE PARTNERSHIP	11,087.64
80112168	LITHIA MOTORS PAYMENT	691.02
80112169	CERTIFIED SECURITY SYSTEMS	340.08
80112170	CINTAS CORPORATION NO 3	1,038.15
80112171	COLEMAN OIL COMPANY LLC	76,739.74
80112172	COMCAST	164.62
80112173	COMMERCIAL TIRE INC	2,656.08
80112174	COMPUNET INC	1,050.00
80112175	CONNELL OIL INC	7,287.78
80112176	CONSOLIDATED SUPPLY CO	10,604.62
80112177	CONTROL SOLUTIONS NW INC	495.84
80112178	COPIERS NORTHWEST INC	490.58
80112179	CORE & MAIN LP	51,730.22
80112180	CUMMINS NORTHWEST LLC	6,782.90
80112181	DEVRIES INFORMATION MANAGEME	270.06
80112182	GWP HOLDINGS LLC	34,994.31
80112183	DYKMAN ELECTRIC INC	5,447.82
80112184	EASTSIDE ELECTRIC MOTORS	5,444.55
80112185	ELJAY OIL CO INC	4,671.54
80112186	EUROFINS ENVIRONMENT TESTING	172.00
80112187	EVERGREEN STATE TOWING LLC	45,824.69
80112188	EVOQUA WATER TECHNOLOGIES LL	326.07
80112189	FASTENAL CO	4,673.94
80112190	FEDERAL EXPRESS CORP/DBA FED	195.70
80112191	GORLEY LOGISTICS LLC	181.22
80112192	FIREPOWER INC	948.34
80112193	FROSTY ICE/DIV OF R PLUM COR	24.80
80112194	WINGFOOT COMMERCIAL TIRE	10,048.15
80112195	GORDON TRUCK CENTERS INC DBA	4,472.18
80112196	HASKINS STEEL CO INC	121.56
80112197	INLAND PACIFIC HOSE & FITTIN	780.59
80112198	INTELLECTYX INC	29,566.67
80112199	JENNY TUPPER MOOMAW	685.01
80112200	KENWORTH SALES COMPANY	4,988.98
80112201	LIFEWISE ASSURANCE CO	32,799.87
80112202	LOOMIS ARMORED US INC	2,469.98
80112203	LSB CONSULTING ENGINEERS PLL	1,160.00

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 05

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 02/06/23
TIME: 07:51
PAGE: 4

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80112204	MANENE LANGUAGE SERVICES LLC	3,129.00		
80112205	MOTION AUTO SUPPLY	2,244.62		
80112206	NAPA AUTO PARTS	9,314.00		
80112207	NEPTUNE TECHNOLOGY GROUP INC	5,817.88		
80112208	ALGONA PACIFIC FACILITIES OF	3,430.00		

80112209	NORTHWEST OPEN ACCESS NETWOR	3,600.00	
80112210	OWEN EQUIPMENT CO	1,192.23	
80112211	PAPE MATERIAL HANDLING	1,783.94	
80112212	PAPE MACHINERY INC	2,887.34	
80112213	RIVER PARK SQUARE LLC	800.00	
80112214	SHI CORP	12,326.80	
80112215	MCLOUGHLIN & EARDLEY GROUP	3,085.10	
80112216	SOLID WASTE SYSTEMS INC	2,559.48	
80112217	SPOKANE COUNTY TREASURER	15,799.55	
80112218	SPOKANE HOUSE OF HOSE INC	1,840.69	
80112219	SUNBELT RENTALS INC	1,187.11	
80112220	SUNSET COACH WORKS	3,092.76	
80112221	BRAD L WHITE	2,232.20	
80112222	THOMSON WEST	408.90	
80112223	TITAN TRUCK EQUIPMENT	324.39	
80112224	TRANSPORT EQUIPMENT INC	1,496.86	
80112225	US BANK OR CITY TREASURER	111,487.96	
80112226	VERIZON WIRELESS	144.01	
80112227	VERTICAL OPTIONS LLC	3,903.11	
80112228	WENDLE FORD NISSAN ISUZU	4,567.36	
80112229	WESTERN STATES EQUIPMENT CO	2,161.47	
80112230	YWCA	2,308.55	
80112231	NICHOLAS BRIGGS	5,169.60	
80112233	RENEE K ROBERTSON	75.00	
80112234	RILEY ST JOHN	425.00	
80112235	ALL ABOUT TOWING SERVICES	345.35	
80112236	ALSCO DIVISION OF ALSCO INC	35.54	54.46
80112237	ALWAYS TOWING & ROAD SERVICE	754.10	
80112238	NORTHWEST INDUSTRIAL SERVICE	210.00	449.60
80112239	THE FA BARTLETT TREE EXPERT	2,316.25	
80112240	CAMTEK INC	991.90	
80112241	COLEMAN OIL COMPANY LLC	4,398.77	
80112242	COMMERCIAL TIRE INC	49.88	
80112243	CONTROL SOLUTIONS NW INC	12,206.39	
80112244	COPIERS NORTHWEST INC	15,354.05	417.70
80112245	CORRIDOR CONTRACTORS LLC	3,381.91	
80112246	DEVRIES INFORMATION MANAGEME	72.95	
80112247	LUKE ESSER	3,500.00	
80112248	FINANCIAL CONSULTING SOLUTIO	3,992.50	
80112249	GALLS LLC	9,039.78	
80112250	WINGFOOT COMMERCIAL TIRE	211.27	
80112251	GORDON TRUCK CENTERS INC DBA	60.60	
80112252	GRAINGER INC	19.68	
80112253	MARUBENI AMERICA CORPORATION		1,358.01
80112254	THE HIDE OUT/ROYCE SHIELDS	425.10	
80112255	ICON CORPORATION	5,995.00	
80112256	JENNY TUPPER MOOMAW	253.50	
80112257	KENWORTH SALES COMPANY	5,572.01	

REPORT: PG3640 CITY OF SPOKANE
SYSTEM: FMSAP COUNCIL CHECK RANGE/TOTAL
USER: MANAGER
RUN NO: 05

DATE: 02/06/23
TIME: 07:51
PAGE: 5

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80112258	KERSHAW INC	2,055.54		
80112259	LIFE ASSIST INC	1,202.40		
80112260	MATERIAL MOTION INC	707.36		
80112261	MR CAR WASH	155.00		
80112262	MUNICIPAL EMERGENCY SERVICES	5,777.27		
80112263	NAPA AUTO PARTS	1,510.01		
80112264	NORCO INC	701.12		
80112265	NW LANDSCAPE MAINTENANCE INC	2,809.13		
80112266	ORACLE AMERICA INC	53,989.88		

80112267	PACIFIC NW EMERGENCY EQUIPME	2,720.23	
80112268	PACWEST MACHINERY LLC	9,130.04	
80112269	PATRIOT FIRE PROTECTION INC	3,253.65	
80112270	PERFORMANCE SYSTEMS		211.48
80112271	POMP'S TIRE SERVICE INC	30,106.45	
80112272	POWER CITY ELECTRIC INC	2,585.49	
80112273	PRO MECHANICAL SERVICES INC	1,688.37	
80112274	SHARP SHOOTING INDOOR RANGE	5,068.45	
80112275	MCCLOUGHLIN & EARDLEY GROUP	723.63	
80112276	SOLID WASTE SYSTEMS INC	6,877.99	
80112277	SPOKANE COUNTY FAIR & EXPO C	200.00	
80112278	SPOKANE COUNTY TREASURER	17,419.00	
80112279	SPOKANE HOUSE OF HOSE INC	4,921.07	
80112280	SUMMIT LAW GROUP PLLC	10,256.03	
80112281	BRAD L WHITE	6,138.08	
80112282	TOBY'S BODY & FENDER INC	6,747.46	
80112283	TRANSPORT EQUIPMENT INC	3,178.64	
80112284	VERIZON WIRELESS	680.06	
80112285	WASTE MANAGEMENT OF WA DBA	347.22	
80112286	WENDLE FORD NISSAN ISUZU	2,164.37	
80112287	WESTERN GLOVE INC		326.97
80112288	WESTERN STATES EQUIPMENT CO	7,564.83	
80112289	WILDROSE LTD dba		66.44
80112290	NICHOLAS ANTHONY FEDERICI	3,500.00	
80112291	MICHAEL FORBES	450.00	
80112292	JULIE MAURER	180.96	
80112293	AMERIGAS PROPANE LP	236.12	
80112294	AVISTA CORPORATION	22,354.53	
80112295	AVISTA UTILITIES	262.20	
80112296	BAKER & TAYLOR BOOKS		10,525.92
80112297	BETTER HEALTH TOGETHER	2,568.24	
80112298	DANIEL C BREWER	3,270.22	
80112299	CATHOLIC CHARITIES	94,622.47	
80112300	CDW GOVERNMENT INC	12,840.20	
80112301	CENGAGE LEARNING INC		938.11
80112302	CINTAS CORPORATION NO 3		38.15
80112303	CINTAS CORPORATION NO 2	321.31	
80112304	COLEMAN OIL COMPANY LLC	8,893.84	
80112305	CONTRACT DESIGN ASSOCIATES I		18,705.63
80112306	CONTROL SOLUTIONS NW INC	204.38	
80112307	COPIERS NORTHWEST INC	886.68	
80112308	EAST SPOKANE BUSINESS		125.00
80112309	ENVIRONMENT CONTROL OF SPOKA	4,895.00	
80112310	EXPRESS NAME TAGS & MORE, IN		16.84

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 05

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 02/06/23
TIME: 07:51
PAGE: 6

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80112311	SHELLEY FAIRWEATHER-VEGA		126.44	
80112312	FEDERAL EXPRESS CORP/DBA FED	65.57		
80112313	FIREPOWER INC	446.90		
80112314	FIRSTWATCH SOLUTIONS INC	32,340.44		
80112315	FLEET PAINTING INC	13,329.39		
80112316	GEOCKO INC.	194.84		
80112317	FRONTIER BEHAVIORAL HEALTH	16,418.44		
80112318	GALLS LLC	12.23		
80112319	GN ASSOCIATES INC		50,528.81	
80112320	WINGFOOT COMMERCIAL TIRE	2,047.32		
80112321	GORDON TRUCK CENTERS INC DBA	3,480.03		
80112322	HELVETICKA INC		68,488.17	
80112323	INDUSTRIAL BOLT & SUPPLY INC	326.36		

80112324	INLAND POWER & LIGHT CO	786.22	
80112325	INTERFAITH HOSPITALITY	41,791.66	
80112326	INTERSTATE CONCRETE & ASPHAL	48,946.92	
80112327	JOHNSON CONTROLS FIRE	1,975.40	
80112328	KENWORTH SALES COMPANY	911.73	
80112329	MCKINSTRY ESSENTION LLC		2,000.00
80112330	MCKINSTRY CO LLC		235.00
80112331	MIDWEST TAPE		590.32
80112332	MK SOLUTIONS INC		6,566.16
80112333	MOVHER LLC		585.00
80112334	NOVUS AUTO GLASS	1,211.10	
80112335	NORTHWEST RIVER SUPPLIES INC	3,370.33	
80112336	OTHRAM INC	399.00	
80112337	OVERDRIVE INC		10,374.41
80112338	PIONEER HUMAN SERVICES	2,612.45	
80112339	PREMERA BLUE CROSS OR	708,630.33	
80112340	PROQUEST LLC		5,626.26
80112341	RWC INTERNATIONAL LTD	1,653.75	
80112342	SAFEWAY SIGN COMPANY	3,583.44	
80112343	SHAMROCK MANUFACTURING INC	2,991.01	
80112344	SHI CORP	418.77	
80112345	SITEONE LANDSCAPE SUPPLY LLC	2,557.27	
80112346	SPOKANE NEIGHBORHOOD ACTION	12,545.02	
80112347	SOLID WASTE SYSTEMS INC	6,846.61	
80112348	SOUTHWEST SPOKANE COMMUNITY	14,875.00	
80112349	SPOKANE EMERGENCY PHYSICIANS	7,945.00	
80112350	SPOKANE HOUSING AUTHORITY	1,987.63	
80112351	TARGETSOLUTIONS LEARNING LLC	34,027.36	
80112352	ASAP TRANSLATION SERVICES LL		157.06
80112353	VOLUNTEERS OF AMERICA OF	261,327.43	
80112354	WAPAL FUND	249.90	
80112355	ZERO DB COMMUNICATIONS LLC	8,336.32	
80112356	TANYA L STARKEY		10.48
80112357	CHRISTEN ANN KISHEL PHD	3,750.00	
80112358	TONY LAMAR NEWTON		660.00
80112359	GARRET SEVERNS	446.00	
80112360	UNIVERSAL PROTECTION SERVICE	499.32	
80112361	ALSCO DIVISION OF ALSCO INC		108.92
80112362	AVISTA UTILITIES		81,706.58
80112363	ALTERNATIVE SERVICE CONCEPTS	27,823.08	

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 05

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 02/06/23
TIME: 07:51
PAGE: 7

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80112364	ELECTRIC CITY INC			24,826.84
80112365	KINETEK MEDIA INC			1,015.00
80112366	LARIVIERE INC	401,967.35		
80112367	MAX J KUNEY COMPANY	507,484.00		
80112368	MICHAEL TERRELL LANDSCAPE			8,964.88
80112369	MYTHICS INC			143.06
80112370	NATIONAL EMPLOYERS COUNCIL I	500.00		
80112371	QUANTIX INC/ENTERTAINMENT			378.06
80112372	SPOKANE COUNTY TREASURER	122,103.32		
80112373	T & T GOLF MANAGEMENT INC			5,359.65
80112374	VICTOR J GIAMPIETRI II	1,200.00		
80112375	CONSOR NORTH AMERICA INC	45,837.44		
80112376	DALLY ENVIRONMENTAL LLC	3,173.81		
80112377	DELTA DENTAL OF WASHINGTON	55,229.38		
80112378	ENTERPRISE FM TRUST	577.45		
80112379	HRA VEBBA TRUST	57,415.50		
80112380	NORTH RIDGE HOUSE INC	9,810.00		

80112381	PARAMETRIX INC	10,460.15		
80112382	REHN & ASSOCIATES	1,000.00		
80112383	RIVER PARK SQUARE LLC	1,800.00		
80112384	SPOKANE FIRE FIGHTERS BENEFI	764,383.10		
80112385	US BANK OR CITY TREASURER	25,493.05		
80112386	US BANK P CARD PAYMENTS	387,627.09		
80112387	VERIZON WIRELESS	1,200.06		
80112388	GREGORY C HARSHMAN	17.10		
80112389	JACOB KOSLOWSKY	300.00		
80112390	FRED UTTKE	128.00		
		-----	-----	-----
		5,033,467.64	177,118.44	281,796.81
				=====
			CITYWIDE TOTAL:	5,492,382.89

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 05

DATE: 02/06/23
TIME:
PAGE: 1

HONORABLE MAYOR
AND COUNCIL MEMBERS

02/06/23
PAGE 2

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

MARK IV MOTEL LLC (SUPER 8 WEST)	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00591920	380.00
MARSH & MCLENNAN AGENCY LLC MARINA SOROKER	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00591921	1,320.00
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80112372	122,103.32
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80112280	10,256.03
TOTAL FOR 0020 - NONDEPARTMENTAL		134,059.35

0030 - POLICE OMBUDSMAN

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80112226	127.95
TOTAL FOR 0030 - POLICE OMBUDSMAN		127.95

0100 - GENERAL FUND

SPOKANE COUNTY PROSECUTING ATTORNEY	COUNTY CRIME VICTIM & WITNESS CHECK NO. - 00591818	698.55
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80112386	387,627.09
TOTAL FOR 0100 - GENERAL FUND		388,325.64

0230 - CIVIL SERVICE

COPIERS NORTHWEST INC	CONTRACTUAL SERVICES ACH PMT NO. - 80112178	237.75
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80112387	85.30
TOTAL FOR 0230 - CIVIL SERVICE		323.05

0300 - HUMAN SERVICES

SAFEWAY SIGN COMPANY	OPERATING SUPPLIES ACH PMT NO. - 80112342	3,583.44
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	322.51

HONORABLE MAYOR
AND COUNCIL MEMBERS

02/06/23
PAGE 3

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0300 - HUMAN SERVICES		3,905.95
---------------------------------	--	----------

0320 - COUNCIL

LUKE ESSER	PROFESSIONAL SERVICES ACH PMT NO. - 80112247	3,500.00
NICHOLAS ANTHONY FEDERICI	PROFESSIONAL SERVICES ACH PMT NO. - 80112290	3,500.00
RACE FORWARD	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00591935	5,000.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80112387	891.87
TOTAL FOR 0320 - COUNCIL		12,891.87

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ARCHIVESOCIAL INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80112160	11,988.00
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	1,078.92
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		13,066.92

0410 - FINANCE

LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80112202	602.61
RENEE K ROBERTSON	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80112233	75.00
TOTAL FOR 0410 - FINANCE		677.61

0500 - LEGAL

ALGONA PACIFIC FACILITIES OF WASHINGTON LLC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80112208	1,300.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80112178	73.71
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80112246	17.10
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80112191	21.75

HONORABLE MAYOR
AND COUNCIL MEMBERS

02/06/23
PAGE 4

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JENNY TUPPER MOOMAW DBA INTERPRETER SERVICES	INTERPRETER COSTS ACH PMT NO. - 80112256	938.51
MANENE LANGUAGE SERVICES LLC	INTERPRETER COSTS ACH PMT NO. - 80112204	3,129.00
SPOKANE CITY TREASURER	BUILDING REPAIRS/MAINTENANCE	

PERMITS & INSPECTION SERVICES	CHECK NO. - 00591938	202.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80112387	52.29
WA STATE ASSN OF MUNICIPAL ATTORNEYS	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00591823	630.00
WA STATE SUPREME COURT	JUDGEMENTS/DAMAGES CHECK NO. - 00591942	12.78
YWCA	PROFESSIONAL SERVICES ACH PMT NO. - 80112230	2,308.55
TOTAL FOR 0500 - LEGAL		8,685.69

0520 - MAYOR

COPIERS NORTHWEST INC	OFFICE SUPPLIES ACH PMT NO. - 80112244	437.40
NW BUSINESS PRESS INC DBA JOURNAL OF BUSINESS	PRINTING/BINDING/REPRO CHECK NO. - 00591803	54.95
TOTAL FOR 0520 - MAYOR		492.35

0560 - MUNICIPAL COURT

DESA A STORY 3214 N CYPRUS FOX LOOP	CASH OVER/SHORT CHECK NO. - 00591919	15.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80112202	1,164.00
UNIVERSAL PROTECTION SERVICE DBA ALLIED UNIVERSAL SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80112360	1,040.70
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80112284	552.11
TOTAL FOR 0560 - MUNICIPAL COURT		2,771.81

0680 - POLICE

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80112155	520.00
--	---	--------

HONORABLE MAYOR
AND COUNCIL MEMBERS

02/06/23
PAGE 5

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ALL ABOUT TOWING SERVICES	TOWING EXPENSE ACH PMT NO. - 80112235	345.35
ALWAYS TOWING & ROAD SERVICE	TOWING EXPENSE ACH PMT NO. - 80112237	754.10
BEACON SERVICE INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80112164	1,208.36
BRIAN BLANKENSTEIN	TUITION REIMBURSEMENT CHECK NO. - 00591796	3,877.20

CAMERA CARE 2317 E 17TH AVE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00591831	185.30
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80112187	44,352.10
GALLS LLC	CLOTHING ACH PMT NO. - 80112249	5,802.45
GENERAL DYNAMICS INFORMATION TECHNOLOGY INC C/O PNC BANK NA	SOFTWARE MAINTENANCE CHECK NO. - 00591857	36,773.00
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80112252	19.68
JOSEPH HEFLING	OPERATING SUPPLIES CHECK NO. - 00591829	183.72
JULIE MAURER	LOCAL MILEAGE ACH PMT NO. - 80112292	180.96
KERSHAW INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80112258	1,844.17
NICHOLAS BRIGGS	TUITION REIMBURSEMENT ACH PMT NO. - 80112231	5,169.60
OTHRAM INC	CONTRACTUAL SERVICES ACH PMT NO. - 80112336	399.00
REHN & ASSOCIATES SPOKANE CITY TREASURER	HRA-POST EMPLOYMENT ACH PMT NO. - 80112382	1,000.00
SHARP SHOOTING INDOOR RANGE	WEAPONS/FIREARMS/SIGNALGUNS ACH PMT NO. - 80112274	5,068.45
SPOKANE COUNTY FAIR & EXPO CTR	OPERATING SUPPLIES ACH PMT NO. - 80112277	200.00
SPOKANE POLICE DEPARTMENT IMPREST FUND	OPERATING SUPPLIES CHECK NO. - 00591838	61.55
T-MOBILE	CELL PHONE CHECK NO. - 00591844	936.24
T-MOBILE	MOBILE BROADBAND CHECK NO. - 00591844	744.67

HONORABLE MAYOR
AND COUNCIL MEMBERS

02/06/23
PAGE 6

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US MARSHAL SERVICE	OPERATIONAL TRAVEL CHECK NO. - 00591821	3,572.00
WA ASSN OF SHERIFFS & POLICE CHIEFS	PROFESSIONAL SERVICES CHECK NO. - 00591822	1,075.00

TOTAL FOR 0680 - POLICE

114,272.90

0690 - COMMUNITY JUSTICE SERVICES

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80112387	85.30
------------------	--------------------------------------	-------

TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES

85.30

0700 - PUBLIC DEFENDER

CERTIFIED SECURITY SYSTEMS	ALARM/SECURITY SERVICES	
SPOKANE SECURITY SYSTEMS INC	ACH PMT NO. - 80112169	340.08
SPOKANE COUNTY BAR ASSN	OPERATING SUPPLIES	
SPOKANE COUNTY COURTHOUSE	CHECK NO. - 00591939	1,900.00
THOMSON WEST	PUBLICATIONS	
WEST PUBLISHING PAYMENT CTR	ACH PMT NO. - 80112222	408.90

TOTAL FOR 0700 - PUBLIC DEFENDER

2,648.98

1100 - STREET FUND

AVERY DENNISON	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80112161	4,827.61
BIG SKY INDUSTRIAL/DIV OF	OPERATING RENTALS/LEASES	
ROCHELLE CONSTRUCTION SERVICES	CHECK NO. - 00591856	3,242.75
BKK ENTERPRISES LLC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80112165	33,000.84
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80112307	886.68
DANIEL C BREWER	CLOTHING	
BREWER & ASSOCIATES LLC	ACH PMT NO. - 80112298	3,270.22
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80112189	310.88
FIREPOWER INC	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80112192	359.72
GARRET SEVERNS	PERMITS/OTHER FEES	
	ACH PMT NO. - 80112359	446.00

HONORABLE MAYOR
AND COUNCIL MEMBERS

02/06/23
PAGE 7

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

INTERSTATE CONCRETE & ASPHALT	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80112326	48,946.92
JAMES L BOCKSTRUCK	PERMITS/OTHER FEES	
	CHECK NO. - 00591909	136.00
JASON TOLLIVER	PERMITS/OTHER FEES	
	CHECK NO. - 00591842	136.00
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80112343	2,991.01
TIMOTHY A ARNZEN	PERMITS/OTHER FEES	
	CHECK NO. - 00591908	136.00
WASTE MANAGEMENT OF WA DBA	UTIL GARBAGE/WASTE REMOVAL	
GRAHAM ROAD LANDFILL	ACH PMT NO. - 80112285	347.22

TOTAL FOR 1100 - STREET FUND 99,037.85

1200 - CODE ENFORCEMENT FUND

DEVRIES INFORMATION MANAGEMENT MISC SERVICES/CHARGES
ACH PMT NO. - 80112246 32.20

RAYMOND HANDLING CONCEPTS CORP VEHICLES
CHECK NO. - 00591816 24,170.76

RILEY ST JOHN PERMITS/OTHER FEES
ACH PMT NO. - 80112234 425.00

TOTAL FOR 1200 - CODE ENFORCEMENT FUND 24,627.96

1360 - MISCELLANEOUS GRANTS FUND

CDW GOVERNMENT INC MINOR EQUIPMENT
ACH PMT NO. - 80112300 12,840.20

TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND 12,840.20

1460 - PARKING METER REVENUE FUND

FEDERAL EXPRESS CORP/DBA FEDEX POSTAGE
ACH PMT NO. - 80112312 261.27

FIREPOWER INC ALARM/SECURITY SERVICES
ACH PMT NO. - 80112192 245.26

LOOMIS ARMORED US INC CONTRACTUAL SERVICES
ACH PMT NO. - 80112202 703.37

TOTAL FOR 1460 - PARKING METER REVENUE FUND 1,209.90

HONORABLE MAYOR
AND COUNCIL MEMBERS

02/06/23
PAGE 8

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1560 - FORFEITURES & CONTRIBUTION FND

CRAIG MEIDL OR JUSTIN LUNDGREN CONFIDENTIAL FUNDS
CRAIG MEIDL TRUSTEE CHECK NO. - 00591839 5,620.00

KERSHAW INC OPERATING SUPPLIES
ACH PMT NO. - 80112258 211.37

TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND 5,831.37

1620 - PUBLIC SAFETY & JUDICIAL GRANT

RVET OPERATING LLC REGISTRATION/SCHOOLING
DBA RECRUITMILITARY CHECK NO. - 00591936 960.00

SPOKANE COUNTY TREASURER CONTRACTUAL SERVICES
ACH PMT NO. - 80112217 15,799.55

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT 16,759.55

1630 - COMBINED COMMUNICATIONS CENTER

SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80112384	1,000.00
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		1,000.00

1640 - COMMUNICATIONS BLDG M&O FUND

CAMTEK INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80112240	212.55
CAMTEK INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80112240	38.15
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80112243	6,106.23
CONTROL SOLUTIONS NW INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80112243	1,915.06
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80112309	2,255.00
ICON CORPORATION	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80112255	5,995.00
NW LANDSCAPE MAINTENANCE INC DBA DARNALL SPRINKLERS	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80112265	88.29
POWER CITY ELECTRIC INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80112272	1,404.47

HONORABLE MAYOR
AND COUNCIL MEMBERS

02/06/23
PAGE 9

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00591836	1,837.05
WESTERN STATES EQUIPMENT CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80112288	2,791.44
WESTERN STATES EQUIPMENT CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80112288	1,259.18
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		23,902.42

1970 - FIRE/EMS FUND

A TO Z RENTALS	OPERATING RENTALS/LEASES CHECK NO. - 00591826	24.42
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80112236	35.54
AT&T MOBILITY	CELL PHONE CHECK NO. - 00591827	6,001.62
AT&T MOBILITY	IT/DATA SERVICES CHECK NO. - 00591827	3,855.42

CAMTEK INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80112240	741.20
CHRISTEN ANN KISHEL PHD	MEDICAL SERVICES ACH PMT NO. - 80112357	3,750.00
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80112241	4,398.77
COMMERCIAL TIRE INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80112242	49.88
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80112243	4,185.10
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80112244	2,452.41
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80112309	2,640.00
FIRSTWATCH SOLUTIONS INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80112314	32,340.44
GALLS LLC	CLOTHING ACH PMT NO. - 80112318	462.03
GALLS LLC	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80112318	2.58
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112251	3.37

HONORABLE MAYOR
AND COUNCIL MEMBERS

02/06/23
PAGE 10

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80112251	57.23
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	VEBA POST EMPLOYMENT ACH PMT NO. - 80112379	500.00
LIFE ASSIST INC	SAFETY SUPPLIES ACH PMT NO. - 80112259	1,202.40
MATERIAL MOTION INC	MINOR EQUIPMENT ACH PMT NO. - 80112260	707.36
MICHAEL FORBES	REGISTRATION/SCHOOLING ACH PMT NO. - 80112291	450.00
MR CAR WASH DEPT #880266	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80112261	155.00
MUNICIPAL EMERGENCY SERVICES INC	MINOR EQUIPMENT ACH PMT NO. - 80112262	523.20
MUNICIPAL EMERGENCY SERVICES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80112262	1,221.07
MUNICIPAL EMERGENCY SERVICES INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112262	4,033.00
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80112263	325.91
NAPA AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY	

GENUINE PARTS CO	ACH PMT NO. - 80112263	1,184.36
NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00591846	256.15
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80112264	701.12
NW LANDSCAPE MAINTENANCE INC DBA DARNALL SPRINKLERS	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80112265	2,209.08
NW LANDSCAPE MAINTENANCE INC DBA DARNALL SPRINKLERS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80112265	511.76
PATRIOT FIRE PROTECTION INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80112269	2,893.95
PATRIOT FIRE PROTECTION INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80112269	359.70
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112271	2,937.63
POMP'S TIRE SERVICE INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80112271	410.93
POWER CITY ELECTRIC INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80112272	1,181.02

HONORABLE MAYOR
AND COUNCIL MEMBERS

02/06/23
PAGE 11

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80112273	515.84
PRO MECHANICAL SERVICES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80112273	1,172.53
PROVIDENCE HEALTH SERVICES ATTN ACCOUNTS PAYABLE	PERMIT REFUNDS PAYABLE CHECK NO. - 00591805	18.90
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00591836	1,175.17
SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80112349	7,945.00
SPOKANE FIRE DEPARTMENT IMPREST FUND	CASH OVER/SHORT CHECK NO. - 00591837	6.68
SPOKANE FIRE DEPARTMENT IMPREST FUND	OPERATING SUPPLIES CHECK NO. - 00591940	65.32
SPOKANE FIRE DEPARTMENT IMPREST FUND	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00591940	10.78
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80112384	15,500.00
TARGETSOLUTIONS LEARNING LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80112351	34,027.36
THE FA BARTLETT TREE EXPERT	ARBORIST SERVICES ACH PMT NO. - 80112239	2,316.25
THE HIDE OUT/ROYCE SHIELDS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80112254	425.10

WA STATE DEPT OF NATURAL RESOURCES	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00591845	5,804.57
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	63.66
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE -	2,910.64
WEST PLAINS DEVELOPMENT LLC	OPERATING RENTALS/LEASES CHECK NO. - 00591862	12,809.00
WESTERN STATES EQUIPMENT CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80112288	2,929.35
WESTERN STATES EQUIPMENT CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80112288	584.86
TOTAL FOR 1970 - FIRE/EMS FUND		171,044.66

1980 - DEFINED CONTRIBUTION ADMIN FND

HONORABLE MAYOR
AND COUNCIL MEMBERS

02/06/23
PAGE 12

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

UNITED STATES TREASURY INTERNAL REVENUE SERVICE	MISC SERVICES/CHARGES CHECK NO. - 00591917	59.33
TOTAL FOR 1980 - DEFINED CONTRIBUTION ADMIN FND		59.33

3200 - ARTERIAL STREET FUND

BACON CONCRETE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80112162	12,073.07
CORRIDOR CONTRACTORS LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80112245	3,381.91
TOTAL FOR 3200 - ARTERIAL STREET FUND		15,454.98

3365 - 2018 UTGO LIBRARY CAPITAL BOND

ZERO DB COMMUNICATIONS LLC	BUILDING CONSTRUCTION ACH PMT NO. - 80112355	8,336.32
TOTAL FOR 3365 - 2018 UTGO LIBRARY CAPITAL BOND		8,336.32

4100 - WATER DIVISION

ALEXANDER TAYLOR & ANASTASIYA YEFREMOVA	REFUNDS CHECK NO. - 00591931	1,989.22
ALEXANDER'S METER READING SOLUTIONS	MACHINERY/EQUIPMENT ACH PMT NO. - 80112156	9,430.00
BARBARA BAKER PO BOX 8405	REFUNDS CHECK NO. - 00591807	209.02

BRADLEY & KATHRYN HARR PSC 119 BOX 73	REFUNDS CHECK NO. - 00591922	168.73
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80112176	10,604.62
ELIZABETH MOSTAD & LORRIN MOSTAD-JURASIN	REFUNDS CHECK NO. - 00591930	252.79
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80112189	2,376.95
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80112248	1,330.84
GARY FARRELL 16683 S 180TH DR	REFUNDS CHECK NO. - 00591924	126.66
GLORIA J FARROW 1206 N RIVER RIDGE BLVD	REFUNDS CHECK NO. - 00591859	22,000.00

HONORABLE MAYOR
AND COUNCIL MEMBERS

02/06/23
PAGE 13

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80112324	786.22
JASON MCCATHREN 1622 E EVERETT AVE	REFUNDS CHECK NO. - 00591928	181.46
JEFFREY LEINEN 105 W SUMNER AVE	REFUNDS CHECK NO. - 00591926	210.80
JOHN J JORDAN 303 W KING AVE	REFUNDS CHECK NO. - 00591809	311.70
KIMBERLY HOLMSTROM 536 JOHNSON RD	REFUNDS CHECK NO. - 00591923	89.51
LIBERTY AVE LLC 3425 N AUDUBON ST	REFUNDS CHECK NO. - 00591808	2,370.84
LISA BROWN 1919 W CENTENNIAL WAY	REFUNDS CHECK NO. - 00591925	254.00
MICHELLE SWANSON 22511 N WAGON WHEEL LN	REFUNDS CHECK NO. - 00591812	283.20
NEPTUNE TECHNOLOGY GROUP INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80112207	5,817.88
NL NORTHWEST INVESTMENTS LLC 15922 E FOOTHILLS RD	REFUNDS CHECK NO. - 00591927	90.21
NORFOLK IRON & METAL CO DBA CDA METALS	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00591800	3,344.70
RYAN SHEEHAN 6307 S HELENA ST	REFUNDS CHECK NO. - 00591932	7,307.16
SARAH GILMORE & JUSTIN RICK 1643 E NEBRASKA AVE	REFUNDS CHECK NO. - 00591929	75.76
WA STATE DEPT OF REVENUE	MACHINERY/EQUIPMENT -	848.70

TOTAL FOR 4100 - WATER DIVISION 70,460.97

4250 - INTEGRATED CAPITAL MANAGEMENT

BUDINGER & ASSOCIATES INC CONSTRUCTION OF FIXED ASSETS
ACH PMT NO. - 80112166 21,591.80

CONSOR NORTH AMERICA INC CONTRACTUAL SERVICES
ACH PMT NO. - 80112375 45,837.44

CORE & MAIN LP CONSTRUCTION OF FIXED ASSETS
ACH PMT NO. - 80112179 51,730.22

LARIVIERE INC CONSTRUCTION OF FIXED ASSETS
ACH PMT NO. - 80112366 401,967.35

HONORABLE MAYOR
AND COUNCIL MEMBERS

02/06/23
PAGE 14

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LSB CONSULTING ENGINEERS PLLC CONSTRUCTION OF FIXED ASSETS
ACH PMT NO. - 80112203 1,160.00

MAX J KUNEY COMPANY CONSTRUCTION OF FIXED ASSETS
ACH PMT NO. - 80112367 507,484.00

PARAMETRIX INC CONSTRUCTION OF FIXED ASSETS
ACH PMT NO. - 80112381 8,140.15

RIVER PARK SQUARE LLC CONSTRUCTION OF FIXED ASSETS
ACH PMT NO. - 80112383 1,800.00

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT 1,039,710.96

4310 - SEWER MAINTENANCE DIVISION

COLEMAN OIL COMPANY LLC MOTOR FUEL-OUTSIDE VENDOR
ACH PMT NO. - 80112304 8,893.84

FASTENAL CO REPAIR & MAINTENANCE SUPPLIES
ACH PMT NO. - 80112189 9.80

FINANCIAL CONSULTING SOLUTIONS CONTRACTUAL SERVICES
GROUP INC DBA FCS GROUP ACH PMT NO. - 80112248 1,330.83

SITEONE LANDSCAPE SUPPLY LLC REPAIR & MAINTENANCE SUPPLIES
ACH PMT NO. - 80112345 2,557.27

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION 12,791.74

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP TESTING SERVICES
ACH PMT NO. - 80112159 350.00

COPIERS NORTHWEST INC OPERATING RENTALS/LEASES
ACH PMT NO. - 80112244 1,375.91

DALLY ENVIRONMENTAL LLC OTH DUES/SUBSCRIPTNS/MEMBERSHP
ACH PMT NO. - 80112376 1,586.91

EASTSIDE ELECTRIC MOTORS EQUIPMENT REPAIRS/MAINTENANCE
INTEGRATED POWER SERVICES LLC ACH PMT NO. - 80112184 5,444.55

ENTERPRISE FM TRUST ATTN: CUSTOMER BILLING	CAPITALIZED RENTS/LEASES ACH PMT NO. - 80112378	577.45
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES ACH PMT NO. - 80112186	172.00
EVOQUA WATER TECHNOLOGIES LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112188	326.07
FROSTY ICE/DIV OF R PLUM CORP EMPIRE COLD STORAGE & FROSTY	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80112193	24.80

HONORABLE MAYOR
AND COUNCIL MEMBERS

02/06/23
PAGE 15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80112238	210.00
PARAMETRIX INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80112381	2,320.00
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		12,387.69

4330 - STORMWATER

DALLY ENVIRONMENTAL LLC	TESTING SERVICES ACH PMT NO. - 80112376	1,586.90
DAVID L HECKLER	PERMITS/OTHER FEES CHECK NO. - 00591828	136.00
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80112248	1,330.83
TOTAL FOR 4330 - STORMWATER		3,053.73

4480 - SOLID WASTE FUND

BART BERTHOLIC 9116 E SPRAGUE AVE	REFUNDS CHECK NO. - 00591811	500.00
KAREN ECKEL 67720 RING NECK DOVE DR	REFUNDS CHECK NO. - 00591810	500.00
TOTAL FOR 4480 - SOLID WASTE FUND		1,000.00

4490 - SOLID WASTE DISPOSAL

DYKMAN ELECTRIC INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80112183	5,447.82
ELJAY OIL CO INC	LUBRICANTS ACH PMT NO. - 80112185	1,643.99
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80112185	3,027.55
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80112189	562.91

FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80112189	818.58
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80112189	594.82
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80112191	7.25

HONORABLE MAYOR
AND COUNCIL MEMBERS

02/06/23
PAGE 16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KENWORTH SALES COMPANY	OPERATING RENTALS/LEASES ACH PMT NO. - 80112328	6,483.74
SUNBELT RENTALS INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80112219	1,187.11
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		----- 19,773.77

4500 - SOLID WASTE COLLECTION

CENTURYLINK	TELEPHONE CHECK NO. - 00591798	251.41
COMCAST	TELEPHONE ACH PMT NO. - 80112172	164.62
TOTAL FOR 4500 - SOLID WASTE COLLECTION		----- 416.03

4700 - DEVELOPMENT SVCS CENTER

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80112246	23.65
GARY A TASKEY 4611 N STEVENS ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00591806	24.00
JACOB KOSLOWSKY	REGISTRATION/SCHOOLING ACH PMT NO. - 80112389	300.00
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		----- 347.65

5100 - FLEET SERVICES FUND

ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00591795	51.98
AMERIGAS PROPANE LP DBA NORTHERN ENERGY	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80112293	236.12
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80112295	262.20
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112163	3,949.93
BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112281	8,370.28
CENTRAL MACHINERY SALES INC	VEHICLE REPAIR & MAINT SUPPLY	

	CHECK NO. - 00591797	29.68
CINTAS CORPORATION NO 2	SAFETY SUPPLIES ACH PMT NO. - 80112303	321.31

HONORABLE MAYOR
AND COUNCIL MEMBERS

02/06/23
PAGE 17

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80112170	1,038.15
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80112171	76,739.74
COMMERCIAL TIRE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112173	2,656.08
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80112175	7,287.78
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112180	3,674.96
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112180	3,107.94
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00591801	1,453.56
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80112187	1,472.59
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80112192	343.36
FLEET PAINTING INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112315	13,329.39
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112321	4,019.68
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112195	3,932.53
GWP HOLDINGS LLC DBA DOBBS PETERBILT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112182	5,616.28
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112182	29,378.03
HASKINS STEEL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112196	121.56
HI-LINE ELECTRIC CO	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00591858	580.92
INDUSTRIAL BOLT & SUPPLY INC IBS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112323	326.36
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112197	780.59
JIT TRUCK PARTS LLC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00591802	864.18
JOSHUA J NICHOLSON	PERMITS/OTHER FEES CHECK NO. - 00591814	136.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KENWORTH SALES COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112200	3,051.61
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112200	1,937.37
LEAVITT MACHINERY USA INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00591813	588.21
LHM - SPOKANE LLC DBA FINDLAY TOYOTA SPOKANE	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00591804	520.42
LITHIA MOTORS PAYMENT PROCESSING	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112168	691.02
MCCLOUGHLIN & EARDLEY GROUP dba SIRENNET.COM	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112275	3,808.73
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112205	2,244.62
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80112206	3,990.79
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112263	5,322.95
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112334	1,211.10
OWEN EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112210	1,192.23
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00591832	216.75
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112268	7,941.35
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112268	1,188.69
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112212	2,887.34
PAPE MATERIAL HANDLING	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112211	1,783.94
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112271	1,229.36
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112271	25,528.53
RWC INTERNATIONAL LTD	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112341	1,653.75
SIGN MAN INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00591861	620.18

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00591834	1,332.04
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112347	6,846.61
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112276	9,437.47
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112279	6,761.76
SPOKANE REGIONAL CLEAN AIR AGENCY	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00591840	643.00
SUNSET COACH WORKS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112220	3,092.76
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112223	324.39
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112282	6,747.46
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112283	4,675.50
TRUCKPRO HOLDING CORPORATION DBA TNT TRUCK PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00591841	1,601.08
WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112286	1,428.29
WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112286	5,303.44
WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112229	2,161.47
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80112320	2,258.59
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80112194	10,048.15
TOTAL FOR 5100 - FLEET SERVICES FUND		300,352.13

5200 - PUBLIC WORKS AND UTILITIES

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80112181	270.06
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80112214	6,364.07
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80112387	85.30

HONORABLE MAYOR
AND COUNCIL MEMBERS

02/06/23
PAGE 20

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES 6,719.43

5300 - IT FUND

ARCHIVESOCIAL INC SOFTWARE MAINTENANCE
ACH PMT NO. - 80112160 3,600.00

CENTURYLINK HARDWARE MAINTENANCE
CHECK NO. - 00591799 2,527.57

CENTURYLINK TELEPHONE
CHECK NO. - 00591798 162.78

COMPUNET INC ADVISORY TECHNICAL SERVICE
LB 410802 ACH PMT NO. - 80112174 840.00

COMPUNET INC SOFTWARE MAINTENANCE
LB 410802 ACH PMT NO. - 80112174 210.00

INTELLECTYX INC CAPITALIZED SOFTWARE
ACH PMT NO. - 80112198 29,566.67

NORTHWEST OPEN ACCESS NETWORK TELEPHONE
ACH PMT NO. - 80112209 3,600.00

ORACLE AMERICA INC SOFTWARE MAINTENANCE
ACH PMT NO. - 80112266 53,989.88

RIVER PARK SQUARE LLC PARKING/TOLLS (LOCAL)
ACH PMT NO. - 80112213 800.00

SHI CORP IT/DATA SERVICES
ACH PMT NO. - 80112214 2,384.95

SHI CORP SOFTWARE MAINTENANCE
ACH PMT NO. - 80112214 3,577.78

SHI CORP SOFTWARE (NONCAPITALIZED)
ACH PMT NO. - 80112344 418.77

T-MOBILE IT/DATA SERVICES
CHECK NO. - 00591843 29.75

WA STATE DEPT OF REVENUE SOFTWARE MAINTENANCE
- 324.00

TOTAL FOR 5300 - IT FUND 102,032.15

5400 - REPROGRAPHICS FUND

COPIERS NORTHWEST INC OPERATING RENTALS/LEASES
ACH PMT NO. - 80112244 11,088.33

TOTAL FOR 5400 - REPROGRAPHICS FUND 11,088.33

HONORABLE MAYOR
AND COUNCIL MEMBERS

02/06/23
PAGE 21

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5500 - PURCHASING & STORES FUND

VERIZON WIRELESS CELL PHONE
ACH PMT NO. - 80112226 16.06

TOTAL FOR 5500 - PURCHASING & STORES FUND		----- 16.06
5750 - OFFICE OF PERFORMANCE MGMT		

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80112284	127.95
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		----- 127.95
5800 - RISK MANAGEMENT FUND		

ALTERNATIVE SERVICE CONCEPTS ACCT #1254375	INSURANCE ADMINISTRATION ACH PMT NO. - 80112363	27,823.08
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80112385	136,981.01
TOTAL FOR 5800 - RISK MANAGEMENT FUND		----- 164,804.09
5810 - WORKERS' COMPENSATION FUND		

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80112178	179.12
VICTOR J GIAMPIETRI II DBA WA STATE FIRST AID	CONTRACTUAL SERVICES ACH PMT NO. - 80112374	1,200.00
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		----- 1,379.12
5820 - UNEMPLOYMENT COMPENSATION FUND		

NATIONAL EMPLOYERS COUNCIL INC DBA PEOPLESYSTEMS	INSURANCE ADMINISTRATION ACH PMT NO. - 80112370	500.00
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		----- 500.00
5830 - EMPLOYEES BENEFITS FUND		

ALLIANT INSURANCE SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80112157	2,799.84
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80112377	51,460.38
HONORABLE MAYOR AND COUNCIL MEMBERS		02/06/23 PAGE 22
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
HRA VEBA TRUST	INSURANCE PREMIUMS	
HRA VEBA TRUST CONTRIBUTIONS	ACH PMT NO. - 80112379	56,915.50
LIFEWISE ASSURANCE CO	INSURANCE PREMIUMS ACH PMT NO. - 80112201	26,705.23
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80112339	600,461.09

SPOKANE FIRE FIGHTERS BENEFIT TRUST	INSURANCE PREMIUMS ACH PMT NO. - 80112384	747,883.10
WAPAL FUND WASHINGTON STATE HEALTH CARE	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80112354	249.90
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		1,486,475.04

5900 - FACILITIES MANAGEMENT FUND OPS

ALGONA PACIFIC FACILITIES OF WASHINGTON LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80112208	2,130.00
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80112294	14,974.92
AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80112294	7,379.61
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80112306	700.22
FIREPOWER INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80112313	446.90
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80112191	152.22
JOHNSON CONTROLS FIRE PROTECTION LP	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80112327	1,975.40
NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00591825	321.55
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00591835	38.66
VERTICAL OPTIONS LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80112227	3,903.11
WAXIE SANITARY SUPPLY	OPERATING SUPPLIES CHECK NO. - 00591824	91.02
TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS		32,113.61

5902 - PROPERTY ACQUISITION POLICE

HONORABLE MAYOR
AND COUNCIL MEMBERS

02/06/23
PAGE 23

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ALABAMA CANINE LAW ENFORCEMENT OFFICERS TRAINING CENTER	K-9s CHECK NO. - 00591855	13,000.00
GALLS LLC	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80112249	2,784.95
WA STATE DEPT OF REVENUE	K-9s -	1,170.00
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		16,954.95

5903 - PROPERTY ACQUISITION FIRE

AT&T MOBILITY	MINOR EQUIPMENT CHECK NO. - 00591827	105.36
NORTHWEST RIVER SUPPLIES INC	MINOR EQUIPMENT ACH PMT NO. - 80112335	3,370.33
PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS	MINOR EQUIPMENT ACH PMT NO. - 80112267	2,720.23
TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		6,195.92

6200 - FIREFIGHTERS' PENSION FUND

DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80112377	1,033.00
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00591912	8,094.00
EVERGREEN FOUNTAINS LLC	SERVICE REIMBURSEMENT CHECK NO. - 00591912	1,290.32
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00591913	25,830.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00591913	7,195.00
GERAS LLC DBA FAMILY RESOURCE HOME CARE	SERVICE REIMBURSEMENT CHECK NO. - 00591915	908.00
GN HEARING CARE CORPORATION DBA BELTONE	SERVICE REIMBURSEMENT CHECK NO. - 00591916	158.92
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80112201	3,376.76
MADRONA PEAK LLC GENERATIONS HOME CARE	SERVICE REIMBURSEMENT CHECK NO. - 00591914	1,612.43
NORTH RIDGE HOUSE INC	SERVICE REIMBURSEMENT ACH PMT NO. - 80112380	5,000.00

HONORABLE MAYOR
AND COUNCIL MEMBERS

02/06/23
PAGE 24

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORTH RIDGE HOUSE INC	SERVICE REIMBURSEMENT ACH PMT NO. - 80112380	4,810.00
OMNICARE LLC EVERGREEN PHARMACEUTICAL LLC	SERVICE REIMBURSEMENT CHECK NO. - 00591933	12.92
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80112339	60,828.56
SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00591937	4,475.00
SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00591937	2,850.00

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		127,474.91
---	--	------------

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

02/13/2023

Date Rec'd	2/8/2023
Clerk's File #	CPR 2023-0003
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	MICHELLE MURRAY 6032
Contact E-Mail	MMURRAY@SPOKANECITY.ORG
Agenda Item Type	Claim Item
Agenda Item Name	5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: February 4, 2023.
Payroll check #566898 through check #567042 \$8,455,400.48

Summary (Background)

N/A

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 8,455,400.48

Select \$

Select \$

Select \$

Budget Account

N/A

#

#

#

ApprovalsDept Head MURRAY, MICHELLEDivision Director WALLACE, TONYAFinance MURRAY, MICHELLELegal PICCOLO, MIKEFor the Mayor PERKINS, JOHNNIE**Additional Approvals**Purchasing**Council Notifications**Study Session\OtherCouncil SponsorDistribution List

PAYROLL RECAP BY FUND
PAY PERIOD ENDING FEBRUARY 4, 2023

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	12,705.60
0230	CIVIL SERVICE	40,520.00
0260	CITY CLERK	20,210.03
0320	COUNCIL	52,282.08
0330	PUBLIC AFFAIRS / COMMUNICATIONS	78,059.48
0370	ENGINEERING SERVICES	182,160.48
0410	FINANCE	40,139.29
0430	GRANTS MNGMT & FINANCIAL ASSIST	0.00
0450	CD/HS DIVISION	12,479.20
0470	HISTORIC PRESERVATION	7,724.00
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	3,200.80
0500	LEGAL	134,920.66
0520	MAYOR	33,482.80
0550	NEIGHBORHOOD SERVICES	13,943.06
05601	MUNICIPAL COURT	119,619.35
0570	OFFICE OF HEARING EXAMINER	7,755.21
0620	HUMAN RESOURCES	20,473.61
0650	PLANNING SERVICES	58,050.41
0680	POLICE	1,965,260.00
0690	PROBATION SERVICES	46,488.00
0700	PUBLIC DEFENDERS	90,338.45
0750	ECONOMIC DEVELOPMENT	9,368.80
0860	TREASURER	0.00
	TOTAL GENERAL FUND	2,949,181.31

FUND	FUND NAME	TOTAL
1100	STREET	261,078.40
1200	CODE ENFORCEMENT	59,967.53
1300	LIBRARY	222,907.13
1400	PARKS AND RECREATION	300,931.29
1425	AMERICAN RESCUE PLAN	5,414.40
1460	PARKING METER	33,574.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	13,456.11
1625	PUBLIC SAFETY PERSONNEL	164,594.08
1680	CD/HS	67,175.15
1970	EMS FUND	1,741,155.26
4100	WATER	470,619.29
4250	INTEGRATED CAPITAL FUND	57,292.89
4300	SEWER	609,239.65
4480	REFUSE	581,025.29
4600	GOLF	31,508.42
4700	GENERAL SERVICES FUND	174,767.12
5100	FLEET SERVICE	150,956.95
5200	PUBLIC WORKS & UTILITY FUND	54,627.87
5300	MIS	206,728.66
5400	REPROGRAPHICS	7,443.20
5500	PURCHASING	30,295.20
5600	ACCOUNTING SERVICES	119,752.64
5700	MY SPOKANE	31,142.79
5750	PROJECT MANAGEMENT OFFICE	21,112.80
5810	WORKER'S COMPENSATION	32,462.09
5830	SELF-FUNDED MEDICAL/DENTAL	10,368.10
5900	ASSET MANAGEMENT	39,670.06
6060	CITY RETIREMENT	6,952.80
	TOTAL	8,455,400.48

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

02/13/2023

Date Rec'd

2/1/2023

Clerk's File #

ORD C36355

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

ZACK ZAPPONE X6256

Project #**Contact E-Mail**

ZZAPPONE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

0320 - MOBILE SECURITY CAMERA SBO

Agenda Wording

An SBO dedicated to establishing a yearlong pilot-program for the renting of an LVT D3 Mobile Security Camera. This would be \$2,495 a month for 12 months, equaling \$29,940.

Summary (Background)

This camera would be utilized by the Spokane Police Department and would allow them to position it at high-crime areas, with the aim of deterrence and decrease of crime.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 29,940

Public Safety Personnel Fund

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

Study Session\Other

1/9 Urban Experience

Division Director**Council Sponsor**

Zappone, Stratton

Finance**Distribution List****Legal**

jgunn@spokanecity.org

For the Mayor

zzappone@spokanecity.org

Additional Approvals**Purchasing**

ORDINANCE NO C36355

An ordinance amending Ordinance No. C-36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C-36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Public Safety Personnel 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,

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That in the budget of the Public Safety Personnel Fund, and the budget annexed thereto with reference to the Public Safety Personnel Fund, the following changes be made:

- 1) Increase appropriations by \$29,940
 - A) Of the increased appropriation, \$29,940 is to be used for a yearlong rental of the LiveView Technologies D3 Mobile Security Unit.
 - i.) This security unit would provide the Spokane Police Department with the ability to station a mobile security camera at different locations that are seeing an increase in crime.

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 increase public safety within the city of Spokane, namely at locations seeing an increase in crime, 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

Committee Agenda Sheet

[URBAN EXPERIENCE COMMITTEE]

Submitting Department	City Council
Contact Name & Phone	Zack Zappone 6256
Contact Email	zzappone@spokanecity.org
Council Sponsor(s)	Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 Minutes
Agenda Item Name	Mobile Security Camera SBO
Summary (Background)	<p>With crime, namely shootings, increasing in specific locations in the city of Spokane, this LVT D3 Mobile Security Camera would allow the Spokane Police Department to station this piece of equipment at “hot spots” to see if it aids in the decrease of crime and thus the increase of public safety.</p> <p>It will be a yearlong rental at \$2,495 a month which equals \$29,940 a year. This funding will come from the Public Safety Personnel Fund.</p>
Proposed Council Action & Date:	Vote to approve February 27 th 2022
Fiscal Impact:	
Total Cost:	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Public Safety Personnel Fund	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
The Spokane Police Department shall collect data on the effectiveness of the mobile security camera and brief the Spokane City Council and whether or not they are seeing a decrease in crime in areas the camera is stationed.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
The Spokane Police Department shall collect data on the effectiveness of the mobile security camera and brief the Spokane City Council and whether or not they are seeing a decrease in crime in areas the camera is stationed.	

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 Spokane City Council and the Spokane Police Department work to increase public safety in the city of Spokane.

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

08/22/2022

Date Rec'd	8/4/2022
Clerk's File #	ORD C36259
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BREEAN BEGGS X6254
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	Emergency Ordinance
Agenda Item Name	0320 - COLLECTIVE BARGAINING IMPROVEMENT ORDINANCE

Agenda Wording

Specifying the process for the conduct of collective bargaining; renaming chapter 03.07; and enacting a new section 03.07.005 of the Spokane Municipal Code; and declaring an emergency.

Summary (Background)

Since Council has the final approval of CBAs, this ordinance ensures that no oral or written agreements are offered to bargaining representatives prior to Council's awareness of the terms and ability to share feedback with the negotiating team. It also requires that Council and OPOC host a public hearing and take testimony regarding civilian oversight needs in any future CBA at least 30 days before the City begins collective bargaining negotiations with the Police Guild.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account

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

Approvals

Dept Head	ALLERS, HANNAHLEE
Division Director	
Finance	
Legal	
For the Mayor	

Council Notifications

Study Session\Other	8/4 Study Session
Council Sponsor	CP Beggs; CM Kinnear
Distribution List	
	bbeggs@spokanecity.org
	lkinnear@spokanecity.org

Additional Approvals**Purchasing**

Committee Agenda Sheet

Study Session

Submitting Department	City Council
Contact Name & Phone	CP Beggs – x6254
Contact Email	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs & CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Collective Bargaining Improvement Ordinance
Summary (Background)	<p>This ordinance would enact a new section 03.07.005 of the Spokane Municipal Code regarding collective bargaining. Since Council has the final approval of CBAs, the goal of this ordinance is to ensure that no oral or written agreements are being offered to bargaining representatives prior to Council's awareness of the terms and ability to share with the negotiating team any feedback that would impact support of a tentative agreement. It would not constrict the terms of any tentative agreement offered by the negotiating team; it would just ensure that the team could accurately convey the potential support by the decisionmakers. The ordinance also requires that the City Council and OPOC host a joint public hearing and take public testimony regarding any civilian oversight needs in any future CBA at least 30 days before the City begins collective bargaining negotiations with the Spokane Police Guild.</p> <p>This ordinance is written as an emergency ordinance and will be effective immediately upon passage.</p>
Proposed Council Action & Date:	Intended for filing for the August 15, 2022, City Council meeting
Fiscal Impact: N/A Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Typically, the public has not been included in collective bargaining processes. This ordinance adds a public hearing to the beginning of the process related to Spokane Police Guild bargaining.	
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 ordinance aligns City of Spokane Charter Sections 25, 26 and 37, as well as with current processes for collective bargaining agreements, but it adds check ins with Council prior to reaching tentative agreements with bargaining units.

ORDINANCE NO. C-36259

An ordinance specifying the process for the conduct of collective bargaining; renaming chapter 03.07; and enacting a new section 03.07.005 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, Section 37 of the Spokane City Charter provides: “Subject to the general laws of the State of Washington, the city council shall by ordinance regulate the manner in which the City contracts for public works, personal services, and the acquisition and disposition of property”; and

WHEREAS, Sections 25 and 26 of the Spokane City Charter give to the City Council the authority to determine “the rights, powers, and duties” of the various departments as well as the authority to determine salaries of City employees; and

WHEREAS, collective bargaining agreements determine not only matters of the scope of employment of public employees, but also often contain significant budgetary obligations for the City, often over the course of up to five years; and

WHEREAS, in the past the City’s negotiating team has committed to tentative agreements without first securing any feedback from the City Council that it would consider approval of the components of such an agreement and thus potentially creating misunderstandings and labor unrest between the parties to such agreements; and

WHEREAS, the City Council wishes to avoid mistakes and misunderstandings between the City’s negotiating team and the decisionmakers for collective bargaining agreements by enacting this ordinance, which sets forth basic minimum process requirements for the negotiations and approval of collective bargaining agreements.

WHEREAS, the City Council determines that because this ordinance concerns the process for collective bargaining agreements critical to public safety and infrastructure, this ordinance is needed for the immediate preservation of the public peace and safety, and 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 one more than a majority of the City Council.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That chapter 03.07 of the Spokane Municipal Code is renamed “Personnel Regulations.”

Section 2. That there is enacted a new section 03.07.005 of the Spokane Municipal Code to read as follows:

Section 03.07.005 Collective Bargaining

- A. No proposed labor agreement shall be offered to the bargaining unit by the City or formally accepted by the City as a tentative agreement, unless it has been first presented to the City Council in executive session for Council feedback.
- B. All labor agreements negotiated pursuant to chapter 41.56 RCW shall be subject to approval by vote of a majority of the City Council in an open public meeting.
- C. No binding oral or written agreements shall be entered into with the bargaining representative(s) of employees of the City relative to substantive changes in City policy toward wages, hours, or working conditions without such agreement(s) being first presented in executive session to the City Council for feedback, and approved by the vote of a majority of the City Council in an open public meeting.
- D. All elected public officials and appointed City officers assigned the responsibility of proposing, reviewing, or determining labor relations policies shall maintain strict confidentiality of executive session proceedings and any other privileged or confidential matters during the period of negotiations.
- E. Public Hearing on Police Contracts.
 - 1. The City Council and the Office of Police Ombudsman Commission (“OPOC”) shall jointly host a public hearing and take public testimony on the effectiveness of the City's police accountability system and should be held at least 30 days before the City begins collective bargaining agreement negotiations with the Spokane Police Guild (“Guild”) or the Spokane Police Lieutenants and Captains Association (“L&C”) or any successor labor organization(s).
 - 2. The City of Spokane will consider in good faith whether and how to carry forward the interests expressed at the public hearing. Those suggested changes that are legally required to be bargained with the Guild or L&C or their successor labor organizations will be considered by the City, in good faith, for inclusion in negotiations but the views expressed in the public hearing will not dictate the City’s position during bargaining.

Section 3. That 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 one more than a majority of the City Council.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

02/13/2023

Date Rec'd	1/30/2023
Clerk's File #	RES 2023-0012
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	GIACOBBE BYRD X6715
Contact E-Mail	GBYRD@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - SALMON RECOVERY LEAD ENTITY RESOLUTION

Agenda Wording

Supporting establishment of a Spokane River Watershed Salmon Lead Entity to develop, submit and maintain a habitat protection and restoration plan as well as habitat project list pursuant to RCW 77.85.

Summary (Background)

The Spokane Tribe of Indians will serve as the Lead Entity coordinator to establish the requisite committees, habitat protection and restoration plan, habitat protection project list, and discharge other duties of the lead entity as defined in RCW 77.85. The Spokane City Council will be an initiating government to establish the Spokane River Watershed Salmon Lead Entity under the coordination of the Spokane Tribe of Indians.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account

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

Approvals		Council Notifications	
Dept Head	ALLERS, HANNAHLEE	Study Session\Other	1/30 PIES
Division Director		Council Sponsor	Kinnear, Beggs, Bingle
Finance		Distribution List	
Legal		gbyrd@spokanecity.org	
For the Mayor			
Additional Approvals			
Purchasing			

RESOLUTION NO. 2023-0012

A Resolution supporting establishment of a Spokane River Watershed Salmon Lead Entity to develop, submit and maintain a habitat protection and restoration plan as well as habitat project list pursuant to RCW 77.85.

WHEREAS, the Legislature of the State of Washington supports reintroduction of salmon to the Spokane River Watershed; and

WHEREAS, the Legislature has found that habitat restoration is a vital component of salmon survival, including water quality improvements with a range of ecological benefits; and

WHEREAS, RCW 77.85 provides that funding for salmonid habitat restoration projects may be available from the state through a competitive grant funding process, and that the process will involve the submission of proposed habitat restoration projects for funding consideration; and

WHEREAS, RCW 77.85 provides that counties, cities, and tribal governments must agree on the area for which a habitat restoration project list is to be developed and on the lead entity that is to be responsible for submitting the habitat restoration project list; and

WHEREAS, The City of Spokane previously passed resolutions 2014 – 0070 and 2019 – 0081 supporting reintroduction of salmon above Grand Coulee Dam; and

WHEREAS, The City of Spokane adopted the 2021 Sustainability Action Plan that specifically supports reintroduction of salmon and participation in a Lead Entity; and

WHEREAS, the City of Spokane is a governmental entity whose geographic area is fully within the Water Resource Inventory Areas (WRIAs) 54, 55, 56, and 57 that will comprise the Spokane River Watershed Salmon Lead Entity; and

WHEREAS, the Spokane Tribe of Indians will serve as the Lead Entity coordinator in order to establish the requisite committees, habitat protection and restoration plan, habitat protection project list, and discharge other duties of the lead entity as defined in RCW 77.85.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council will be an initiating government to establish the Spokane River Watershed Salmon Lead Entity under the coordination of the Spokane Tribe of Indians,

BE IT ALSO RESOLVED that the Council, upon the Governor's Salmon Recovery Office approval of a Spokane River Watershed Salmon Lead Entity, will be a participatory member.

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

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name	Giacobbe Byrd
Contact Email & Phone	gbyrd@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Spokane River Salmon Lead Entity Resolution
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>This resolution supports the establishment of a Spokane River Watershed Salmon Lead Entity to develop, submit, and maintain a habitat protection and restoration plan as well as a habitat project list pursuant to RCW 77.85.</p> <p>The Spokane Tribe of Indians will serve as the Lead Entity coordinator to establish the requisite committees, habitat protection and restoration plan, habitat protection project list, and discharge other duties of the lead entity as defined in RCW 77.85.</p> <p>The Spokane City Council will be an initiating government to establish the Spokane River Watershed Salmon Lead Entity under the coordination of the Spokane Tribe of Indians.</p> <p>And the Council, upon the Governor’s Salmon Recovery Office approval of a Spokane River Watershed Salmon Lead Entity, will be a participatory member.</p>
Proposed Council Action	Council consideration in early February
<p>Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: N/A Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring None Other budget impacts: (revenue generating, match requirements, etc.) None.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities? The Spokane Tribe are salmon people. Since time immemorial The Spokane Tribe relied on the bountiful runs of salmon and steelhead that thrived in the Spokane and Columbia Rivers as their primary form of sustenance. A combination of factors led to the extirpation of local salmon populations in the late 19th and early 20th centuries; repressing the tribe’s life-style and culture. Over-harvest in the lower Columbia, driven by the canning industry, took a significant toll on upriver stocks. Construction of hydroelectric dams on the Spokane River in the early 1900’s barred salmon from most of the Spokane River, as none of the dams are equipped with fish passage facilities. The lower 29 miles of the Spokane River still supported salmon until approximately 1940, when Grand</p>	

Coulee Dam blocked salmon and steelhead from reaching the upstream-most 1,100 miles of the Columbia River and its tributaries. Since their departure, the Spokane Tribe has sought the return of salmon.

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 data described above were planned to be collected. As the Lead Entity's mission is to improve instream habitat and water quality in the Spokane River and its tributaries those benefits would be universal to all who enjoy the river.

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

In the restoration world, "effectiveness monitoring" is often complementary to specific projects and actions. This supplemental monitoring often evaluates if the benefits anticipated were realized after a project was completed. (I know this doesn't necessarily answer the question in the broader context of the Lead Entity but hope it is satisfactory enough).

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 City of Spokane adopted the 2021 Sustainability Action Plan that specifically supports reintroduction of salmon and participation in a Lead Entity.



Agenda Sheet for City Council Meeting of:
02/13/2023

Date Rec'd	2/1/2023
Clerk's File #	RES 2023-0013
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	SPENCER X6097	Project #	
Contact E-Mail	SGARDNER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0650 - WEST QUADRANT TIF ASH ST RECONVERSION PROJECT		

Agenda Wording

Proposed project to reconvert Ash St between Broadway Ave and Dean Ave to two way traffic, with associated crossing improvements. Paid for through a combination of TIF money and Traffic Impact Fee funding.

Summary (Background)

This resolution would approve the use of TIF money to support a proposed project to re-convert Ash St for two-way traffic between Broadway Ave and Dean Ave. Staff have identified an opportunity to include this in the upcoming 2023 construction season by using multiple funding sources, including WQTIF money. In order to proceed for the 2023 season, this project will be bundled with other final design projects to undergo design in January and February 2023.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Budget Account

Expense	\$ 180,000	#	3501 West Quad TIF funds
Expense	\$ 150,000	#	3200 Arterial Streets Impact Fees
Select	\$	#	
Select	\$	#	

Approvals

Council Notifications

Dept Head	BLACK, TIRRELL	Study Session\Other	Finance 1/23/23
Division Director	MACDONALD, STEVEN	Council Sponsor	CMs Stratton & Zappone
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	sgardner@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	smacdonald@spokanecity.org	
Additional Approvals		jchurchill@spokanecity.org	
Purchasing		rbenzie@spokanecity.org	
		tblack@spokanecity.org	
		nzollinger@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Outreach has occurred to the NPAC, West Central Neighborhood Council, and Bryant School. NPAC has formally voted to recommend this use of funds.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
City of Spokane
Ash Street Reconversion Project
2/6/23

Subject

A proposal to allocate \$180,000 of West Quadrant Tax Increment Financing (WQTIF) funds for the improvement of the crossing of Dean Ave at Ash St and the conversion of Ash St to two-way traffic between Dean Ave and Broadway Ave.

Background

The proposed project would reconfigure the intersection of Dean Ave and Ash St to provide a more comfortable crossing of Ash St. It would also re-convert Ash St for two-way traffic between Broadway Ave and Dean Ave.

While expenditures of WQTIF funds are not constrained by the project areas described in the original adopting Ordinance (C34032), it's important to note that the proposed project does fall within Project Area R of the Ordinance. Additionally, it overlays a small portion of Project Area J. These two areas call for street improvements specifically, including streetscape as well as ped/bike improvements.

Staff have identified an opportunity to include this in the upcoming 2023 construction season by using multiple funding sources, including WQTIF money. In order to proceed for the 2023 season, this project will be bundled with other final design projects to undergo design in January and February 2023. The opportunity with this proposal is for rapid deployment in the 2023 construction season. Typically, funding recommended by the Neighborhood Project Advisory Committee (NPAC) for expenditure can still require a long time for actual construction of improvements to occur.

Staff have presented this proposal to the West Central Neighborhood Council (WCNC), which supported the project through a majority vote of eligible members. The NPAC also formally voted to recommend this use of funds during their meeting on January 19.

Impact

The current configuration of this section of Ash St leads to high speeds next to the Bryant/TEC school and routes higher volumes of traffic to local residential streets. The change will slow traffic, keep cars on thoroughfares designed for higher volumes, and improve pedestrian access through the neighborhood via the crossing at Dean Ave.

Funding

This project is listed as part of the Traffic Impact Fee program, making it eligible for funding through that program. Staff have identified an opportunity to allocate \$150,000 of Impact Fee money, combined with \$180,000 of TIF money for this project to proceed through final design and construction during the 2023 construction season.



TRANSPORTATION IMPACT FEE PROJECT DOWNTOWN DISTRICT

ASH ST TWO-WAY CONVERSION

RESOLUTION NO. 2023-0013

A resolution acknowledging the recommendation of the Neighborhood Project Advisory Committee for the West Quadrant Tax Increment Financing district and accepting the use of \$180,000 in TIF funding for the conversion of Ash Street between Dean Ave and Broadway Ave and appurtenant improvements in the West Central Neighborhood.

WHEREAS, the City of Spokane formed a West Quadrant Tax Increment Financing (“WQTIF”) area, to help provide funding for public improvement projects in and around the Kendall Yards planned unit development (“PUD”) area, and designated project types within the area, along with estimated costs for those projects within the life of the WQTIF; and

WHEREAS, City of Spokane Resolution 2007-0101 formed the Neighborhood Project Advisory Committee (“NPAC”) to make recommendations for the use of funds received in the WQTIF area, composed of residents of the West Central, Riverside, and Emerson-Garfield neighborhoods; and

WHEREAS, the NPAC meets regularly to review fund balances, proposed projects, potential allocations and to prioritize projects; and

WHEREAS, the NPAC met on December 7, 2022 and January 19, 2023 and heard a request from Planning staff for an allocation of WQTIF funds to help fund the conversion of Ash Street between W Dean Avenue and W Broadway Avenue, as well as necessary streetscape and street improvements in and around that section of street; and

WHEREAS, without these funds, the necessary conversion of this street would be delayed for an indeterminate number of years; and

WHEREAS, the NPAC has determined that the proposed improvements are within the WQTIF project area and are among the types of projects for which allocation of the WQTIF funds is authorized by ordinance C34032, as amended by ordinance C35879, the requested allocation is an authorized use of the WQTIF funds; and

WHEREAS, the NPAC unanimously recommended the City Council approve the use of funds for the proposed project in the amount of \$180,000, including \$150,000 requested by the Integrated Capital Management Department for the conversion and an additional \$30,000 for landscaping, and recommended a future memorandum of understanding with the Bryant School for maintenance of landscaping on the project.

NOW THEREFORE, BE IT RESOLVED that the Spokane City Council adopt the recommendations of the West Quadrant Tax Increment Financing area NPAC allocating WQTIF funds for the conversion of Ash Street in the amount of \$180,000.

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

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:

02/13/2023

Date Rec'd	2/1/2023
Clerk's File #	ORD C36356
Renews #	
Cross Ref #	SMC 13.04.2002
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	CORIN MORSE 5096256855
Contact E-Mail	CMORSE@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	REVISION TO SMC 13.04.2002: BASIC WATER SERVICE CHARGE

Agenda Wording
 Customers would now be charged the basic water service charge when water is available, whether water is turned on or not.

Summary (Background)
 Utility Billing launched a new billing system as of Nov 2022. The system is designed to charge a basic water service charge whenever there is water service available. In the old system, UB had the ability to turn on & off rates for temporary needs such as customers moving south for the winter, repairs, inspections, etc. The impact is to approx. 765 customers who will have the service charge turned back on as of March 1 and ongoing.

Lease? NO	Grant related? NO	Public Works? YES
Fiscal Impact		Budget Account
Select	\$	#

Approvals		Council Notifications	
Dept Head	FEIST, MARLENE	Study Session\Other	PIES 1/30
Division Director	FEIST, MARLENE	Council Sponsor	CM's Kinnear and Bingle
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	SCHOEDEL, ELIZABETH	cmorse@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	mfeist@spokanecity.org	
Additional Approvals		eschoedel@spokanecity.org	
Purchasing			

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works and Utilities
Contact Name	Corin Morse, Utilities Billing and Collections Manager
Contact Email & Phone	cmorse@spokanecity.org
Council Sponsor(s)	Council Member Kinnear and Council Member Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Revision to SMC 13.04.2002: Basic Water Service Charge
Summary (Background)	<p>Utility Billing launched a new billing system as of Nov 2022. The system is designed to charge a basic water service charge whenever there is water service available. In the old system, UB had the ability to turn on & off rates for temporary needs such as customers moving south for the winter, repairs, inspections, etc.</p> <p>The impact is to approx. 765 customers who will have the service charge turned back on as of March 1 and ongoing. The 2023 monthly charge for residential inside city for 2023 is \$18.76 and for outside city residential, the monthly charge is \$28.14.</p> <p>Customers impacted by this charge will receive a notification in advance of receiving the charge.</p> <p>Customers would now be charged the basic water service charge when water is available, whether water is turned on or not.</p>
Proposed Council Action	February 13, 2023
Fiscal Impact	<p>Total Cost: Click or tap here to enter text.</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts	Utility Billing will no longer turn off service charge as a temporary courtesy.
	What impacts would the proposal have on historically excluded communities? N/A
	How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A
	How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A

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

The service charge would be charged consistently and fairly across all customers.

ORDINANCE NO. C36356

AN ORDINANCE relating to the Water Department and Water Rates, amending SMC Sections 13.04.2002 and 13.04.2012 of chapter 13.034, of the Spokane Municipal Code and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.04.2002 entitled "City Residence Rates" is amended as follows:

Section 13.04.2002 City Residence Rates

A. Single-family Residence – Basic Charge.

1. Within the City limits, the basic monthly service charge for each single-family residence where the water is being used or ~~((reflected as on in the records of the City of Spokane utilities billings office))~~ water is available to the property shall be:

a.

2021	2022	2023
\$17.72	\$18.23	\$18.76

- a. Unless otherwise provided, for two or more single-family residences on one meter, the above service charge shall apply for each residence.
2. For purposes of this chapter, a "single-family residence" or "equivalent residential unit" designation applies to each self-contained, stand-alone living unit with at least one:
 - a. kitchen or cooking area room, which must include a sink;
 - b. bathroom, which must include a toilet, bathtub, and sink or a toilet, shower, and sink.
 - c. a separate entrance that does not require residents to co-mingle.

B. Consumption Charge.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	2021	2022	2023
Zero up to 600	\$0.3382	\$0.3481	\$0.3581
Greater than 600 up to 1,200	\$0.7156	\$0.7363	\$0.7577
Greater than 1,200 up to 2,500	\$0.9627	\$0.9906	\$1.0193
Greater than 2,500 up to 4,500	\$1.2361	\$1.2719	\$1.3088
Greater than 4,500	\$1.5435	\$1.5883	\$1.6344

- C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water ~~((is shut off at the City valve))~~ service is disconnected at the main by the water and hydroelectric services department upon proper request in writing.
- D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a daycare facility:
1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
 2. licensed as such by the state department of social and health services; and;
 3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 2: That SMC section 13.04.2012 entitled "City Residence Rates" is amended as follows:

13.04.2012 Outside City Residence Rates

A. Basic Charge: Single-family Residence.

1. Outside the City, for each single-family residence, the monthly service charge where the water is being used or ~~((reflected as on in the records of the City of Spokane utilities billings office))~~ water is available to the property shall be:

2021	2022	2023
\$26.58	\$27.35	\$28.14

2. For two or more single-family residences on one meter the above service charge shall apply for each residence. "Single-family residence" has the meaning in SMC 13.04.2002(A)(2).

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	2021	2022	2023
Zero up to 600	\$0.5073	\$0.5220	\$0.5371
Greater than 600 up to 1,200	\$1.0735	\$1.1046	\$1.1366
Greater than 1,200 up to 2,500	\$1.4441	\$1.4860	\$1.5291
Greater than 2,500 up to 4,500	\$1.8540	\$1.9077	\$1.9631
Greater than 4,500	\$2.3153	\$2.3824	\$2.4515

- C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is ~~((shut off at the City valve))~~ disconnected at the main by the water and hydroelectric services department upon proper request in writing.
- D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a day care facility:
 1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
 2. licensed as such by the state department of social and health services;
and
 3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 3: Effective Date. This ordinance shall take effect and be in force on _____, 2023.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

02/13/2023

Date Rec'd

2/1/2023

Clerk's File #

ORD C36357

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #

RES 2023-0014

Contact Name/Phone

ZACK ZAPPONE X6256

Project #**Contact E-Mail**

ZZAPPONE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - PAVEMENT TO PEOPLE ORDINANCE

Agenda Wording

Relating to the establishment of a sales and use tax deferral program for affordable housing; creating a new chapter 08.07D of the Spokane Municipal Code.

Summary (Background)

SB5755 gives qualifying municipalities the ability to create a sales and use tax deferral program to incentivize developers to build housing on underutilized land in the downtown area. The development must be at least 50 percent affordable housing. A resolution of intent and to set a hearing has been filed for approval on 2/6/23. The official hearing will be held at the Final Reading of this ordinance on 2/27/23.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

Study Session\Other

1/9 Urban Experience

Division Director**Council Sponsor**

CM Zappone; CM Kinnear

Finance**Distribution List****Legal**

zzappone@spokanecity.org

For the Mayor

jgunn@spokanecity.org

Additional Approvals**Purchasing**

ORDINANCE C36357

An ordinance relating to the establishment of a sales and use tax deferral program for affordable housing; creating a new chapter 08.07D of the Spokane Municipal Code.

WHEREAS, Senate Bill 5755 passed the Washington State Legislature and was signed by Governor Jay Inslee on March 30th, 2022;

WHEREAS, Senate Bill 5755 gives qualifying cities the legislative authority to enact a sales and use tax deferral program to encourage redevelopment of underdeveloped lands in urban areas; and

WHEREAS, the State of Washington's sales and use tax is 6.5 percent, while the City of Spokane's is an additional 2.5 percent, thus equaling a 9 percent sales and use tax; and

WHEREAS, the deferral amount is the entire 9 percent sales and use tax; and

WHEREAS, according to the 2019 Downtown Parking Study completed by the City of Spokane, 30 percent of the downtown area is parking; and

WHEREAS, even at the busiest time of day (weekdays from 10 a.m. to 12 p.m.) parking occupancy peaks at 56 percent, leaving thousands of parking spaces underutilized; and

WHEREAS, this underutilization of parking spaces and thus the underutilization of surface parking lot land could be redeveloped into affordable housing; and

WHEREAS, to encourage the redevelopment of underdeveloped lands, i.e., surface parking lots in the downtown area, the City of Spokane may create a sales and use tax deferral program to align with Senate Bill 5755 and hereby does.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That new chapter entitled "Sales and Use Tax Deferral Program for Affordable Housing" 08.07D is adopted into Title 08 of the Spokane Municipal Code to read as follows:

08.07D.010 Purpose and Intent

The purpose of this chapter is to authorize a sales and use tax deferral program within the City of Spokane in accordance with Washington State Senate Bill 5755, passed by the Washington State Legislature and signed by the Governor on March 30th, 2022.

This sales and use tax deferral program aims to provide the City of Spokane with more affordable housing units by incentivizing the redevelopment of underutilized lands in the urban core.

08.07D.020 Definitions

As used in this chapter:

- A. “Affordable homeownership housing” means housing intended for owner occupancy to lower or moderate-income households whose monthly housing costs, including utilities other than telephone, do not exceed 30 percent of the household’s monthly income.
- B. “Affordable rental housing” means housing for very low or low-income households whose monthly housing costs, including utilities other than telephone, do not exceed 30 percent of the household’s monthly income.
- C. “Applicant” means an owner of underdeveloped property.
- D. “Conditional recipient” means an owner of underdeveloped land granted a conditional certificate of program approval under this chapter, which includes any successor owner of the property.
- E. “County median price” means the most recently published quarterly data of median home prices by the Washington center for real estate research.
- F. “Department” means the administrative division of a government.
- G. “Eligible investment project” means an investment project that is located in the City of Spokane and receiving a conditional certificate of program approval.
- H. “Fair market rent” means the estimates of 40th percentile gross rents for standard quality units within counties as published by the federal department of housing and urban development.
- I. “Governing authority” means the local legislative authority of a city having jurisdiction over the property for which a deferral may be granted under this chapter.
- J. “Household” means a single person, family, or unrelated persons living together.

- K. "Initiation of construction" means the date that a building permit is issued under the building code adopted under RCW 19.27.031 for construction of the qualified building, if the underlying ownership of the building vests exclusively with the person receiving the economic benefit of the deferral.
1. "Initiation of construction" does not include soil testing, site clearing and grading, site preparation, or any other related activities that are initiated before the issuance of a building permit for the construction of the foundation of the building.
 2. If the investment project is a phased project, "initiation of construction" applies separately to each phase.
- L. "Investment project" means an investment in multifamily housing, including labor, services, and materials incorporated in the planning, installation, and construction of the project. "Investment project" includes investment in related facilities such as playgrounds and sidewalks as well as facilities used for business use for mixed-use development.
- M. "Low-income household" means a single person, family, or unrelated persons living together whose adjusted income is more than 50 percent but is at or below 80 percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area, where the project is located, as reported by the United States department of housing and urban development.
- N. "Moderate-income household" means a single person, family, or unrelated person living together whose adjusted income is more than 80 percent but is at or below 115 percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area, where the project is located, as reported by the United States department of housing and urban development.
- O. "Multifamily housing" means a building or a group of buildings having two or more dwelling units not designed or used as transient accommodations and not including hotels and motels. Multifamily units may result from new construction or rehabilitation or conversion of vacant, underutilized, or substandard buildings to multifamily housing.
- P. "Owner" means the property owner of record.
- Q. "Underdeveloped property" means land used as a surface parking lot for parking of motor vehicles off the street or highway, that is open to public use with or without charge, as of the effective date of this section.

- R. "Very low-income household" means a single person, family, or unrelated persons living together whose adjusted income is at or below 50 percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area, where the project is located, as reported by the United States department of housing and urban development.

08.07D.030 Application Process

An owner of underdeveloped property seeking a sales and use tax deferral under this chapter on an investment project must complete the following procedures:

- A. The owner must apply to the City on forms adopted by the governing authority. The application must contain the following:
1. Information setting forth the grounds supporting the requested deferral including information indicated on the application form or in the guidelines;
 2. A description of the investment project and site plan, and other information request;
 3. A statement of the expected number of affordable housing units to be created;
 4. A statement that the applicant is aware of the potential tax liability involved if the investment project ceases to be used for eligible uses under this chapter;
 5. A statement that the applicant is aware that the investment project must be completed within three years from the date of approval of the application;
 6. A statement that the applicant is aware that the governing authority or the City official authorized by the governing authority may extend the deadline for completion of construction or rehabilitation for a period not to exceed 24 consecutive months; and
 7. A statement that the applicant would not have built in this location but for the availability of the tax deferral under this chapter;
- B. The applicant must verify the application by oath or affirmation; and
- C. The application must be accompanied by the application fee, if any, required under this chapter. The duly authorized administrative official or committee of

the City may permit the applicant to revise an applicant before final action by the duly authorized administrative official or committee of the city.

08.07D.040 Approval Process

The duly authorized administrative official or committee of the City may approve the application and grant a conditional certificate of program approval if it finds that:

- A. The investment project is set aside primarily for multifamily housing units and the applicant commits to renting or selling at least 50 percent of the units as affordable rental housing or affordable homeownership housing to very low, low, and moderate-income households. In a mixed use project, only the ground floor of a building may be used for commercial purposes with the remainder dedicated to multifamily housing units;
- B. At least 50 percent of the investment project set aside for multifamily housing units will be rented at a price at or below fair market rent for the county or sold at a price at or below county median price;
- C. The applicant commits to any additional affordability and income eligibility conditions adopted by the local government under this chapter not otherwise inconsistent with this chapter;
- D. The investment project is, or will be, at the time of completion, in conformance with all local plans and regulations that apply at the time application is approved;
- E. The investment project will occur on land that constitutes underdeveloped property;
- F. The area where the investment project will occur is located within an area zoned for residential or mixed uses;
- G. The terms and conditions of the implementation of the development meets the requirements of this chapter and any requirements of the City that are not otherwise inconsistent with this chapter;
- H. The land where the investment project will occur was not acquired through a condemnation proceeding under Title 8 RCW; and
- I. All other requirements of this chapter have been satisfied as well as any other requirements of the City that are not otherwise inconsistent with this chapter.

08.07D.050 Appeals Process

- A. The duly authorized administrative official or committee of the City must approve or deny an application filed under this chapter within 90 days after receipt of the application.
- B. If the application is approved, the City must issue the applicant a conditional certificate of program approval. The certificate must contain a statement by a duly authorized administrative official of the governing authority that the investment project as described in the application will comply with the required criteria of this chapter.
- C. If the application is denied by the City, the City must state in writing the reasons for denial and send the notice to the applicant at the applicant's last known address within 10 days of the denial.
- D. Upon denial by the City, an applicant may appeal the denial to the City's Hearing Examiner to hear such appeals within 30 days after receipt of the denial. The appeal before the Hearing Examiner must be based upon the record made before the City with the burden of proof on the applicant to show that there was no substantial evidence to support the City's decision. The decision of the City on the appeal is final.

08.07D.070 Application Fee

The City may establish an application fee. This fee may not exceed an amount determined to be required to cover the cost to be incurred by the governing authority in administering the program under this chapter. The application fee must be paid at the time the application for program approval is filed.

08.07D.080 Additional Requirements, Conditions, and Obligations

- A. Within 30 days of the issuance of a certificate of occupancy for an eligible investment project, the conditional recipient must file with the city the following:
 - 1. A description of the work that has been completed and a statement that the eligible investment project qualifies the property for a sales and use tax deferral under this chapter;
 - 2. A statement of the new affordable housing to be offered as a result of the new construction; and
 - 3. A statement that the work has been completed within three years of the issuance of the conditional certificate of program approval.

- B. Within 30 days after receipt of the statements required under subsection (1) of this section, the City must determine and notify the conditional recipient as to whether the work completed and the affordable housing to be offered are consistent with the application and the contract approved by the City, and the investment project continues to qualify for a tax deferral under this chapter. The conditional recipient must notify the department within 30 days from receiving the City's determination to schedule an audit of the deferred taxes. The department must determine the amount of sales and use taxes qualifying for the deferral. If the department determines that purchase were not eligible for deferral it must assess interest but not penalties, on the non-qualifying amounts.
- C. The City must notify the conditional recipient within 30 days that a tax deferral under this chapter is denied if the City determines that:
1. The work was not completed within three years of the application date;
 2. The work was not constructed consistent with the application or other applicable requirements;
 3. The affordable housing units to be offered are not consistent with the application and criteria of this chapter; or
 4. The owner's property is otherwise not qualified for a sales and use tax deferral under this chapter.
- D. If the City finds that the work was not completed within the required time period due to circumstances beyond the control of the conditional recipient and that the conditional recipient has been acting and could reasonably be expected to act in good faith and with due diligence, the governing authority may extend the deadline for completion of the work for a period not to exceed 24 consecutive months.
- E. The City's governing authority may enact an ordinance to provide a process for a conditional recipient to appeal a decision by the City that the conditional recipient is not entitled to a deferral of sales and use taxes. The conditional recipient may appeal a decision by the City to deny a deferral of sales and use taxes in superior court under RCW 34.05.510 through 34.05.598, if the appeal is filed within 30 days of notification by the City to the conditional recipient.
- F. A city denying a conditional recipient of a sales and use tax deferral under subsection (C) of this section must notify the department and taxes deferred under this chapter are immediately due and payable, subject to any appeal by

the conditional recipient. The department must assess interest at the rate provided for delinquent taxes and penalties retroactively to the date of deferral. A debt for deferred taxes will not be extinguished by insolvency or other failure of the recipient.

08.07D.090 Annual Report

- A. Thirty days after the anniversary of the date of issuance of the certificate of occupancy and each year thereafter for ten years, the conditional recipient must file with a designated authorized representative of the City an annual report indicating the following:
1. A statement of the affordable housing units constructed in the property as of the anniversary date;
 2. A certification by the conditional recipient that the property has not changed use;
 3. A description of changes or improvements constructed after issuance of the certificate of occupancy; and
 4. Any additional information requested by the City.
- B. The conditional recipient of a deferral of taxes under this chapter must file a complete annual tax performance report with the department pursuant to RCW 82.32.534 beginning the year the certificate of occupancy is issued and each year thereafter for 10 years.
- C. A city that issues a certificate of program approval under this chapter must report annually by December 31st of each year, beginning in 2022, to the department of commerce. The report must include the following information:
1. The number of program approval certificates granted;
 2. The total number and type of new buildings constructed;
 3. The number of affordable housing units resulting from the new construction; and
 4. The estimated value of the sales and use tax deferral for each investment project receiving a program approval and the total estimated value of sales and use tax deferrals granted.

08.07D.100 Application to the Department

- A. A conditional recipient must submit an application to the department before initiation of the construction of the investment project. In the case of an investment project involving multiple qualified buildings, applications must be made for, and before the initiation of construction of, each qualified building. The application must be made to the department in a form and manner prescribed by the department. The application must include a copy of the conditional certificate of program approval issued by the City, estimated construction costs, time schedules for completion and operation, and any other information required by the department. The department must rule on the application within 60 days.
- B. The department must provide information to the conditional recipient regarding documentation that must be retained by the conditional recipient in order to substantiate the amount of sales and use tax actually deferred under this chapter.
- C. The department may not accept application for the deferral under this chapter after June 30, 2032.
- D. The application must include a waiver by the conditional recipient of the four-year limitation under RCW 82.32.100.
- E. This section expires July 1, 2032.

08.07D.110 Issuance of Certificate

- A. After receiving the conditional certificate of program approval issued by the City and provided to the department by the applicant, the department must issue a sales and use tax deferral certificate for state and local sales and use taxes due under chapter 82.02, 82.12, and 82.14 RCW on each eligible investment project.
- B. The department must keep a running total of all estimated sales and use tax deferrals provided under this chapter during each fiscal biennium.
- C. The deferral certificate is valid during active construction of a qualified investment project and expires on the day the City issues a certificate of occupancy for the investment project for which a deferral certificate was issued.
- D. This section expires July 1, 2032.

08.07D.120 Voluntary Discontinuance

- A. If a conditional recipient voluntarily opts to discontinue compliance with the requirements of this chapter, the recipient must notify the City and department within 60 days of the change in use or intended discontinuance.
- B. If, after the department has issued a sales and use tax deferral certificate and the conditional recipient has received a certificate of occupancy, the City finds that a portion of an investment project is changed or will be changed to disqualify the recipient for sales and use tax deferral eligibility under this chapter, the City must notify the department and all deferred sales and use taxes are immediately due and payable. The department must assess interest at the rate provided for delinquent taxes and penalties retroactively to the date of deferral. A debt for deferred taxes will not be extinguished by insolvency or other failure of the recipient.
- C. This section does not apply after ten years from the date of the certificate of occupancy.

08.07D.130 Transfer of Ownership

- A. Transfer of investment project ownership does not terminate the deferral. The deferral is transferred subject to the successor meeting the eligibility requirements of this chapter.
- B. The transferor of an eligible project must notify the City and the department of such transfer. The City must certify to the department that the successor meets the requirements of the deferral. The transferor must provide the information necessary for the department to transfer the deferral. If the transferor fails to notify the City and the department, all deferred sales and use taxes are immediately due and payable. The department must assess interest at the rate provided for delinquent taxes and penalties retroactively to the date of deferral.

08.07D.140 Sunset

This sales and use tax deferral program shall expire five years from the signing of the ordinance.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	City Council
Contact Name & Phone	Jeff Gunn - 6718, Zack Zappone - 6256
Contact Email	jgunn@spokanecity.org , zzappone@spokanecity.org
Council Sponsor(s)	Kinnear, Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Pavement to People: Downtown Housing Incentive
Summary (Background)	<p>Senate Bill 5755 passed the Washington State Legislature and was signed by Governor Jay Inslee on March 30th, 2022.</p> <p>This Bill gives qualifying cities the legislative authority to enact a sales and use tax deferral program to encourage the redevelopment of underdeveloped lands in urban areas.</p> <p>The underutilization of parking spaces and thus the underutilization of surface parking lot land could be redeveloped into affordable housing in our downtown core.</p> <p>Senate Bill 5755 states that “An owner of underdeveloped property seeking a sales and use tax deferral must apply to the city and include a description of the investment project and site plan, including a statement of the expected number of affordable housing units to be created.” This project must commit to renting or selling at least 50 percent of the units as affordable rental or affordable homeownership to very-low-, low-, or moderate-income households.</p>
Proposed Council Action & Date:	Vote to approve February 27 th , 2023
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This resolution and program aims to provide housing options to very-low, low, or moderate-income households. Given the lack of available housing, namely affordable housing, this program could benefit individuals from 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?

Income level data will be collected.

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

The City of Spokane will file an annual report to the Department of Commerce by December 31st of each year to include: the number of program approval certificates granted, the total number and type of new buildings constructed, the number of affordable housing units resulting from the new construction, and the estimated value of the sales and use tax deferral for each investment project.

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?

N/A

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

02/06/2023

Date Rec'd	2/1/2023
Clerk's File #	OPR 2023-0109
Renews #	
Cross Ref #	RES 2023-0015
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	MATT BOSTON X6820
Contact E-Mail	MBOSTON@SPOKANECITY.ORG
Agenda Item Type	Special Considerations
Agenda Item Name	0320 - CONTRACT WITH INTEGRUS ARCHITECTURE

Agenda Wording

Approval of a contract with Integrus Architecture, as referenced a part of the accompanying resolution declaring an emergency.

Summary (Background)

This item needs to be considered after the related resolution, so is being filed as a special consideration. City Legal is working on the contract language, which will be added by a vote of the City Council during the 2/6 Briefing Session.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 58,500
Select	\$
Select	\$
Select	\$

Budget Account

#	American Rescue Plan Fund
#	
#	
#	

Approvals

Dept Head	ALLERS, HANNAHLEE
Division Director	
Finance	
Legal	
For the Mayor	

Council Notifications

Study Session\Other	2/6 Public Safety
Council Sponsor	CP Beggs, CM Cathcart, CM Zappone

Finance**Distribution List**

Legal	mboston@spokanecity.org
Additional Approvals	
Purchasing	

Approved by Spokane City Council on: 2/6/2023

City Clerk

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	City Council
Contact Name	Council President Beggs
Contact Email & Phone	bbeggs@spokanecity.org
Council Sponsor(s)	CMs Cathcart & Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Contract Execution Resolution
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>A resolution declaring an emergency to waive public bidding requirements on a contract with Integrus Architecture and allowing the Council President to sign said contract after Feb. 9, 2023, if the Mayor has not done so.</p> <p>Such a situation exists in that there is an immediate and urgent need to utilize previously mined data regarding facilities owned by the City of Spokane in conjunction with the feasibility study of the property known as the Premera Campus. Integrus Architecture has the applicable data on City of Spokane facilities and can incorporate this into a feasibility analysis of the Premera Campus.</p> <p>SMC 07.06.180 identifies City Council’s ability to declare an emergency situation in order to waive public bidding requirements and Section 38 of the Spokane Charter states that “All written contracts, bonds, and instruments of every kind and description to which the City shall be a party shall be executed in the name of the City by the mayor <u>or the council president under the direction of the city council</u>, or their respective designees, and attested by the city clerk, and when necessary, shall be acknowledged.”</p> <p>Legal is currently drafting the contract, which will need to be added by Council on Monday.</p>
Proposed Council Action	Approve 2/6/2023
Fiscal Impact Total Cost: <u>58,500</u> 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 Specify funding source: ARPA – Revenue Replacement Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) – The City will analyze the reports provided by Integrus and will decide if there is need to make further fiscal obligations towards the project.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? No impacts to the historically excluded communities as the analysis is evaluating capital usage.	

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 data will be compiled and analyzed by Integrus Architecture. Little to no data should be collected of the above mentioned groups.

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

The report is to develop the feasibility of the project to move forward. Once reports are received, further quantitative and qualitative analysis will be performed to determine the projects advance.

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?

Feasibility will be done as a valuable resource addition to the Capital Improvement Program.



CITY OF SPOKANE
CONSULTANT AGREEMENT
Title: **PREMERA CAMPUS FEASIBILITY STUDY**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **INTEGRUS ARCHITECTURE**, whose address is 10 South Cedar, Spokane, Washington 99201 as (“Consultant”), individually hereafter referred as a “party”, and together as the “parties”.

WHEREAS, the City has authorized this expenditure by Resolution 2023-0015; and

WHEREAS, the City is authorized to expend ARPA funds for this contract; and

WHEREAS, the Consultant agrees to comply with the attached General Terms and Conditions;

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on December 20, 2022, and shall run through March 20, 2023, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant’s Proposal, dated January 17, 2023, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Consultant Agreement controls.

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

3. COMPENSATION / PAYMENT.

Total compensation for Consultant’s services under this Agreement shall not exceed **FIFTY-EIGHT THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$58,250.00)**, and applicable sales tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Consultant shall submit its applications for payment to City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org , Attn: Dave Steele. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant’s application

except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant 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.

4. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. 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.

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. 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 Consultant 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.

7. INDEMNIFICATION.

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

The Consultant waives its immunity under Industrial Insurance, title 51 RCW, to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.

8. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Consultant's services to be provided under this Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

9. AUDIT.

The Consultant and its sub-consultants shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Consultant and its sub-consultants shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between

this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

10. DEBARMENT AND SUSPENSION.

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

11. INDEPENDENT CONSULTANT.

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

12. 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 Consultant for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Consultant’s services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under this Agreement are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant shall be safeguarded by the Consultant. The Consultant shall make such data, documents and files available to the City upon the City’s request. If the City’s use of the Consultant’s records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

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).

15. 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.

16. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement

shall be effective unless signed by an authorized representative of each of the parties hereto.

- B. 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.
- C. **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.
- D. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- E. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

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.

INTEGRUS ARCHITECTURE

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Consultant’s Proposal, dated January 17, 2023
- Attachment - ARP/CSLFRF CFDA 21.027
- Attachment – General Terms and Conditions
- Attachment – Resolution 2023-0015

M23-013a

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

January 17, 2023

Mr. Dave Steele
City of Spokane Facilities Department
808 W Spokane Falls Blvd
Spokane, WA 99201

RE: *Fee Proposal for Premera Campus Feasibility Study*

Dear Dave:

As requested, I am submitting this revised proposal to conduct a study to determine the feasibility of the Premera Campus at 3900 E Sprague for use as the new Spokane Municipal Courts and a new Spokane City Hall.

This proposal is based upon the site visit conducted with you, members of the Spokane Police Department, and Integrus on April 19, 2022, and the follow-up visit with Civil Services, IT, and other members of the City on October 5, 2022. It is our understanding that this feasibility study is to be used to determine if the city should proceed with the purchase of the property during the City's 90-day due diligence period which began December 20, 2022. Accordingly, this needs to be completed on a relatively short time frame – within 60 days if possible - and will necessarily be cursory in nature. Should the city proceed with the purchase, we would strongly suggest a comprehensive programming and pre-design study to establish an accurate construction/remodel budget.

The Premera Campus consists of three separate buildings and an adjacent parking structure.

- Building one is approximately 42,000sf arranged in a “split-level” type plan – the eastern portion of the building being of one floor, while the western portion is arranged as a sub-floor and mezzanine.
- Building two is a two-story office building of approximately 20,000sf.
- Building three is a three-story building of approximately 41,000sf.
- The parking structure is roughly 2.5 stories accommodating 308 parking spaces with direct access to building number 3. It is believed that the parking structure was originally designed to accommodate an additional floor of parking.

Preliminary conversations suggest that the municipal courts and clerks' offices would be located in building 3 consisting of 2 civil courts and 3 criminal courts; building 2 would house a loading dock and sallyport area, office space, and training classrooms/multipurpose space. Prosecutors, Public Defenders and Spokane Civil Service would also be located in these two buildings. The potential new City Hall will be studied in Building 1 with potential additions as required to accommodate the required program. An outline of our recommended approach is provided below:

SCOPE OF SERVICES

1. Review existing documents
 - 1.1. Courts Program Space List
 - 1.2. City Hall Program Space List
 - 1.3. CAD files / drawings of existing Premera buildings

Mr. Dave Steele
Page 2
January 17, 2023

2. First fit of program pieces to building plans
 - 2.1. Develop a preliminary layout of building 1 – City Hall
 - 2.1.1. Develop concepts for additions as needed (council chambers, etc.)
 - 2.2. Develop a preliminary layout of Building 2 – Loading dock / sallyport / offices
 - 2.3. Develop a preliminary layout of Building 3 – Municipal Courts and Clerks Offices
 - 2.4. Locate Prosecutors and Public Defenders Offices
3. Structural Analysis of all buildings for potential additions and required modifications.
4. Workshop with Municipal Courts
 - 4.1. Review building preliminary layouts
 - 4.2. Determine circulation / separation of public, staff, offenders, judges, etc.
 - 4.3. Review operations
 - 4.3.1. Offender transport
 - 4.3.2. Holding cells
 - 4.3.3. Clerks / cashier services
 - 4.3.4. Lunch / cafeteria needs
 - 4.3.5. Meeting / training needs
 - 4.3.6. Jury needs
 - 4.3.6.1. Jury selection
 - 4.3.6.2. Jury rooms
5. Workshop with Facilities and City Hall Stakeholders
 - 5.1. Review Building 1 preliminary layouts
 - 5.2. Review renovations vs re-use of existing spaces
 - 5.3. Review specialty needs, i.e. Council Chambers
6. Refine plan diagrams based upon outcome of workshops
7. Develop preliminary construction/remodel cost estimate
 - 7.1. Estimate based upon “level of finish” expectation established during workshops

ASSUMPTIONS

The courts program provided does not include any allowance for corridors, or other circulation. We recommend applying a 30% grossing factor to the total square footage in the program space list to account for horizontal and vertical circulation.

The courts program space list is based upon a 20-year projection. A portion of the workshop will focus on what are today's needs and what should be considered future.

The short timeframe for the delivery of this study does not allow for an in-depth development of documents to support a detailed construction estimate. For the purpose of this study, we will consider differing “levels of finish” to establish a target per square foot cost as the foundation of the estimate. An example would be an expectation that the court rooms and judges’ chambers would be a higher level of finish than that of a typical open office or a mechanical room. The judges’ chambers, city hall lobby, and council chambers might be assigned a “finish level 1”; the open

Mr. Dave Steele
Page 3
January 17, 2023

office might be a “finish level 2”; the mechanical room might be a “finish level 4.” Finish levels will be another topic for conversation at the workshops.

The scope and timeframe for this study does not allow for exhaustive meetings with every department head. We would recommend a design leadership group from the courts consisting of 4-5 big picture thinkers to participate in the Courts workshop. City Hall Workshop will be limited to Facilities personnel and key Administration and Council stakeholders.

SCHEDULE

For the items described in the work plan above, our proposed schedule would be:

Two weeks for Items 1 & 2
One week for Item 3
Two weeks for Item 4
Two weeks for Item 5

We anticipate the workshop – Item 3 – to take approximately 2-3 hours.

EXCLUSIONS

The scope of this study does not include any traffic study.

The scope of this study does not include any environmental studies or surveys.

The scope of this study does not include any hazardous materials surveys of the existing facilities.

The scope of this study does not include an exhaustive conditions survey of the exiting facilities.

The scope of this study does not include detailed 3D renderings of proposed facilities.

COMPENSATION

- **Compensation for Professional Services**

Integrus will provide professional services based on the scope of services described in the enclosed worksheet:

The compensation for each phase of services shall be as follows:

Integrus Architecture	\$25,000.00
Integrus Structural	\$11,500.00
Roen & Assoc. (estimating)	\$12,000.00
MW Engineers (MEP estimating)	\$ 9,750.00
Total Basic Compensation	\$ 58,250.00

Mr. Dave Steele
Page 4
January 17, 2023

- **Additional Services**

Services requested beyond those included in this proposal shall be considered Additional Services and will be billed either on an hourly basis or will be negotiated on a fixed fee basis and approved in writing.

- **Reimbursable Expenses**

Reimbursable expenses shall be billed at direct cost plus 10%. Direct expenses may include travel expenses, telephone, postage, mileage, printing, and plotting.

No reimbursable expenses are anticipated

If you agree with the terms stated herein, please send us a formal agreement for signature.

Please feel free to call if you have any questions concerning our proposal. Thank you for the opportunity to work with you on this project.

Sincerely,

INTEGRUS ARCHITECTURE, P.S.



Preston Potratz, AIA, NCARB
Principal

x:\production\projects\spokane\2017\21722.01 spokane police prog. & space plan\premera feasibility study\lt-pphd-premera feasibility study fee proposal.docx

pc: Steven Clark, Integrus Architecture, P.S.
Bob Estlund, Integrus Architecture, P.S.
Kathy Brazil, Integrus Architecture, P.S.

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

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.

BUSINESS LIABILITY COVERAGE FORM

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

BUSINESS LIABILITY COVERAGE FORM	Beginning on Page
A. COVERAGES	1
Business Liability	1
Medical Expenses	2
Coverage Extension - Supplementary Payments	2
B. EXCLUSIONS	3
C. WHO IS AN INSURED	10
D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE	14
E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS	15
1. Bankruptcy	15
2. Duties In The Event Of Occurrence, Offense, Claim Or Suit	15
3. Financial Responsibility Laws	16
4. Legal Action Against Us	16
5. Separation Of Insureds	16
6. Representations	16
7. Other Insurance	16
8. Transfer Of Rights Of Recovery Against Others To Us	17
F. OPTIONAL ADDITIONAL INSURED COVERAGES	18
Additional Insureds	18
G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS	20



BUSINESS LIABILITY COVERAGE FORM

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. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" 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 for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses 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, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (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. of Section **C.** - 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, 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.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "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. of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. 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".
- e. **Incidental Medical Malpractice**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
 - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) 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.
 - (5) All costs taxed against the insured in the "suit".
 - (6) 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.
 - (7) All interest on the full amount of any judgment that accrues 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.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "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; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and 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 because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) 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, this subparagraph does not apply to:

- (i) "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;

- (ii) "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 policy as an additional insured with respect to your ongoing operations 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

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) 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;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) 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, this subparagraph does not apply to:
 - (i) "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;
 - (ii) "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
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) 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".
- (2) Any loss, cost or expense arising out of any:
- (a) 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
 - (b) 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 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.

BUSINESS LIABILITY COVERAGE FORM

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or 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 aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) 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
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property 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;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) 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
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. 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.

n. 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:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) 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.

BUSINESS LIABILITY COVERAGE FORM

o. 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:

- (1) "Your product";
- (2) "Your work"; or
- (3) "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.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
 - (a) An "advertisement" for others on your web site;
 - (b) Placing a link to a web site of others on your web site;
 - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
 - (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. 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".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises 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 D. - Liability And Medical Expenses Limits Of Insurance.

BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. 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.

b. 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.

c. 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.

d. 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.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive 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 and advertising 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), or 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 that "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 Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(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", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

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. Legal Representative If You Die

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.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours 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 Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, 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 under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as 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 and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the 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 the 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 the 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 the 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 the 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 the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the 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 the 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.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their 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 or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, 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:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) 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:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, 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:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, 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:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

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. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

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 or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part 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. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense 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" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

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, 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 that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

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.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- 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 Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that 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.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy 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 a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part 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, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, 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.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all 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.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, 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:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

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

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased 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).

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

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - 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 and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. 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 operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - 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 and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the 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 the 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 the vendor;
 - (d) 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;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the 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 the 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 the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the 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 the 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.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

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

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, 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 the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

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

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "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;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (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.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. 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 other similar governing document.
- 10. "Hostile fire" means one which 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 damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (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" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

BUSINESS LIABILITY COVERAGE FORM

- (1) 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, designs 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; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
 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" 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, on which are 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 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 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, of at least 1,000 pounds gross vehicle weight, 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.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "Pollutants" means 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.
- 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 to be 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 job site has been completed if your contract calls for work at more than one job 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.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- 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 tangible property, including all resulting loss of use of that property. All such loss of use shall 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 shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" 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.
- 22.** "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.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 24. "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.
- 25. "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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. Section D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE is amended as follows:

1. The General Aggregate Limit under Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** applies separately to each of your "projects".
2. The limits shown in the Declarations for Liability and Medical Expenses, Damage To Premises Rented To You and Medical Expenses continue to apply.
3. 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.

4. If the applicable "project" has been abandoned, delayed, or abandoned 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 "project".

5. The provisions of Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

B. Additional Definitions

The following definition is added to Section **G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

1. "Project" means "your work" at location(s) away from premises owned or rented to you.



< Business Lookup

License Information:

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

Entity name: INTEGRUS ARCHITECTURE, P.S.

Business name: INTEGRUS ARCHITECTURE, P.S.

Entity type: [Professional Service Corporation](#)

UBI #: 600-285-728

Business ID: 001

Location ID: 0001

Location: Active

Location address: 10 S CEDAR ST
SPOKANE WA 99201-6823

Mailing address: 10 S CEDAR ST
SPOKANE WA 99201-6823

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
Architect Firm			View Architects	Active	Jun-30-2023	Sep-02-2011
Minor Work Permit				Active	Jun-30-2023	Nov-07-2013
Spokane General Business	T12088948BU			Active	Jun-30-2023	Oct-15-2012

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

< Page 1 of 2 >

Governing people	Title
BAIBAK, REBECCA	



Governing people**Title**

BARNHART, BECKY

BISEN, MATTHEW

CARTER, BRIAN

CLARK, STEVEN

DAILEY, MARK

DANIEL, THERESA

DONNELLY, PATRICK

GRAPER, ROBERT

HONG, JEN-YUAN

LARSEN, KANDIS

POTRATZ, PRESTON

SACHS, LORETTA

SCHAFER, SAM

VANDERHORST, AMY

Registered Trade Names**Registered trade names****Status****First issued**

INTEGRUS ARCHITECTURE, P.S.

Active

Apr-17-1991

WMFL

Active

Oct-01-1986

YGH ARCHITECTURE

Active

Jul-19-2022

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 2/3/2023
12:02:47 PM

