



Spokane Park Board Riverfront Park Committee

4pm p.m. Monday, December 8, 2025
Pavilion Conference Room/WebEx virtual meeting
Dial in: 408-418-9388
Access code: 2481 266 4258
Jonathan Moog – Riverfront Park Director

Committee members:

Gerry Sperling – Chair
Kevin Brownlee
Jennifer Ogden
Lindsey Shaw

The Riverfront Park Committee meeting will be held in-person at the Pavilion Conference Room and virtually via WebEx at 4 p.m. on Monday, December 8, 2025. Committee members, staff, and presenters still have the option to participate virtually via WebEx during all meetings.

The public may listen to the meeting by calling 408-418-9388 and entering access code 2481 266 4258, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than noon on December 8, 2025 by email to: spokaneparks@spokanecity.org or mail to: Spokane Park Board, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to committee members prior to the meeting.

Agenda

Call to order

Public comment

Action items

- A. [Applied Industrial Systems / Public Works Agreement Ice Ribbon Mechanical Equipment Repair \(\\$37,678.00\)](#) – Jonathan Moog
- B. [Applied Industrial Systems / Preventative Maintenance Agreement On-Call Ice Ribbon Mechanical Maintenance \(\\$44,000.00\)](#) – Jonathan Moog

Discussion items

- A. Riverfront Park Committee meeting time – Jonathan Moog

Standing Report items

- A. November 2025 Operations Report – Jonathan Moog

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlovmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Spokane Park Board

Briefing Paper



Committee	Riverfront Park		Committee meeting date: Dec 8, 2025
Requester	Jonathan Moog		Phone number: (509) 625-6243
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K, Objective 1	Master Plan Priority Tier: (pg. 171-175)	First Tier
Item title: (Use exact language noted on the agenda)	Applied Industrial Systems / Public Works Agreement Ice Ribbon Mechanical Equipment Repair (\$37,678.00)		
Begin/end dates	Begins: 10/01/2025	Ends: 12/31/2025	<input type="checkbox"/> 06/01/2525
Background/history: Applied Industrial Systems was selected through an RFQ process (#6444-25) to provide on-call mechanical maintenance at the Numerica Skate Ribbon ice mechanical plant. Contractor was the sole bidder. Alternate 2 on this RFQ was is to rebuild compressor #2 which had failed due to excessive vibration. Work includes replacement of main and bearings and recharging system with ammonia. City recommends accepting contractor for alternate #2.			
Motion wording: Approve the Contract with Applied Industrial Systems for Equipment Repair			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Applied Industrial Systems Name: Keith Envolsen Email address: keith@appliedindsystems.com Phone: 509-710-0500			
Distribution: Parks – Accounting mprince@spokanecity.org Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$37,678.00 Budget code: 1400-54312-76810-54201			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane <input checked="" type="checkbox"/> UBI: 605224344 Business license expiration date: 4/30/26 </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



CITY OF SPOKANE
PARKS AND RECREATION

PUBLIC WORKS AGREEMENT
10% Retainage Option – NO BONDS

Title: ICE RIBBON MECHANICAL
EQUIPMENT REPAIR

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION**, as ("City"), a Washington municipal corporation, and **APPLIED INDUSTRIAL SYSTEMS, LLC**, whose address is 4784 W. Casberg Burroughs Road, Deer Park, Washington 99006 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to repair reciprocating compressors (Serial Number 4110582), including placement of main and rod bearings and recharge ammonia into machinery; and

WHEREAS, the Contractor was selected from RFQ 6444-25, including Alternate Number 2, and Contractor's Bid Response, dated September 20, 2025.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on October 1, 2025, and shall run through December 31, 2025, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Agreement is described in RFQ 6444-25, including Alternate Number 2, and Contractor's Bid Response, dated September 20, 2025, which is attached as Attachment C and made part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls.

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **THIRTY-SEVEN THOUSAND SIX HUNDRED SEVENTY-EIGHT AND NO/100 DOLLARS (\$37,678.00)**, 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 Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. **In lieu of a one hundred percent (100%) payment/performance bond, the City shall retain ten percent (10%) of the contract sum** for thirty (30) days following final acceptance or receipt of required releases, whichever is later.

The Contractor shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. Payment submission contacts shall be provided to the Contractor upon project kick-off. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. RETAINAGE IN LIEU OF BOND.

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

6. PUBLIC WORKS.

The following public works requirements apply to the work under this Agreement.

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

prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

B. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

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

7. TAXES, FEES AND LICENSES.

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

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 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.

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

10. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless

the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

During the period of the Agreement, the Company 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, 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 Company's services to be provided under this Agreement.
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, 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.

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

12. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#). The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

13. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement

prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

14. ASSIGNMENT AND SUBCONTRACTING.

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

15. TERMINATION.

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

16. STANDARD OF PERFORMANCE.

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

17. 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.

18. CONSTRUAL.

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

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. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

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

21. MISCELLANEOUS PROVISIONS.

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

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

APPLIED INDUSTRIAL SYSTEMS, LLC

**CITY OF SPOKANE
PARKS AND RECREATION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Contractor's UBI Number

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment

Attachment B - Certification of Compliance with Wage Payment Statutes

Attachment C – RFQ 6444-25, including Alternate Number 2, and Contractor's Bid Response, dated September 20, 2025

M25-278

ATTACHMENT A

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

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

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

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

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



Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

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

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

ATTACHMENT C



City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.

Project Name: Scheduled and On Call Ice Ribbon Maintenance

Project # 6444-25

Part A: General Company Information

Company Name Applied Industrial Systems

Address 4784 West Casberg-Burroughs Road, Deer Park, WA 99006

Contact Name and Title Keith Envolsen, Inland Empire Region Manager

Contact Phone (509) 710-0500

Contact E-mail keith@appliedindsystems.com

Years in business as a Prime Contractor 2+

Years in business as a sub-contractor 2+

Years in business under present Name 2+

List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years Sno Valley Process Solutions

Explain reason for name change(s) in the past five (5) years Nov 2023 SVPS was purchased by Applied Industrial Systems

Part B: Work Experience

If the request for bids has project specific criteria, including work experience, list at least the requested number of projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project. **List four (4) or more comprehensive maintenance plans, repairs or services which involved a process cooling, piping modifications to ammonia systems or commercial HVAC systems. Describe the type of equipment, size of plant and scope with contract amount of at least \$30,000 that have been completed within the last two (2) years.**

SEE PAGES 5-8 OF THIS DOCUMENT

Part C: Performance Evaluation

Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?

☐ Yes ☒ No

If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.


Part D: Record of Debarment / Disqualification

Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.
Part E: Safety
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?
The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part F: Environmental
In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part G: Utilization Requirements
In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Part H: Discrimination
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.
Part I. Prevailing Wage
In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and

the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.
Part J: Public Bidding Crime (Criminal Convictions)
Has the bidder been convicted of a crime involving public bidding on a public works contract within the last five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed/dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s).
Part K. Claims Against Retainage and Bonds
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part L. Termination for Cause
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
Part M: Litigation
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part N: Delinquent State Taxes
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part O: Subcontractor Responsibility	
Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.	
FOR THIS CONTRACT, NO SUBCONTRACTORS WILL BE UTILIZED BY APPLIED INDUSTRIAL SYSTEMS. ALL WORK PERFORMED "IN HOUSE"	
Signature	
The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.	
Signature of Authorized Representative	Date
	10/7/2025
Printed Name of Authorized Representative	Title
Keith Envolsen	Inland Empire Region Manager

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

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

PROJECT DETAIL

Bidder's Company Name Applied Industrial Systems		Bidders Contact Name & Phone Number Keith Envolsen, (509) 710-0500	
Project Name City of Spokane - Parks Department, Ice Ribbon Maintenance		Project Contract Number OPR 2024-0359	
Project Owner City of Spokane		Project Location Spokane, Washington	
Project Owner Contact Name & Title Michael Prince		Owner's Telephone Number (509) 934-0505	
Notice to Proceed Date 12/01/2023	Final Completion Date 9/30/2024	Awarded Contract Value \$90,000.00	Final Contract Price \$TBD
Prime Contractor Name (If Not Bidder) N/A		Contractor Contact Name & Phone Number (If Not Bidder) N/A	
Brief Project Description Maintenance and On Call Services on Riverfront Park Ice Ribbon Equipment			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications Providing recommended preventative maintenance on ammonia ice rink equipment Providing emergency service call work as required/requested. Troubleshooting, analysis and repairs to equipment as necessary.			

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.			
PROJECT DETAIL			
Bidder's Company Name Applied Industrial Systems		Bidders Contact Name & Phone Number Keith Envolsen, (509) 710-0500	
Project Name City of Moses Lake - Ice Rink Chiller Repairs		Project Contract Number 020-2024-001	
Project Owner City of Moses Lake		Project Location Moses Lake, Washington	
Project Owner Contact Name & Title Doug Coutts		Owner's Telephone Number (509)764-3810	
Notice to Proceed Date July 17, 2024	Final Completion Date 10/15/2024	Awarded Contract Value \$136,973.00	Final Contract Price \$136,973.00
Prime Contractor Name (If Not Bidder) N/A		Contractor Contact Name & Phone Number (If Not Bidder) N/A	
Brief Project Description Repairs to Existing Ice Rink Chiller Equipment			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications Replacement of compressors on chiller, replacement (retrofit/upgrade) of chiller controls from old/obsolete and no longer available controls to MCS/Applied Industrial Systems touchscreen and remote access chiller controls. Updates to site point of contact for work progression.			

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.			
PROJECT DETAIL			
Bidder's Company Name Applied Industrial Systems		Bidders Contact Name & Phone Number Keith Envolsen, (509) 710-0500	
Project Name Battelle ROB Chiller Overhaul		Project Contract Number 781696	
Project Owner Pacific Northwest National Laboratories (PNNL)		Project Location Richland, Washington	
Project Owner Contact Name & Title Frank Knode		Owner's Telephone Number (509) 375-7394 office, (509) 440-1107 cell	
Notice to Proceed Date 2/20/2025	Final Completion Date 9/10/2025	Awarded Contract Value \$63,228.00	Final Contract Price \$63,228.00
Prime Contractor Name (If Not Bidder) N/A		Contractor Contact Name & Phone Number (If Not Bidder) N/A	
Brief Project Description Overhaul of 400 ton YORK Centrifugal Chiller Compressor			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications Onsite rigging and lifting oversight Replacement of critical bearings, components, setup, verification and final run testing and commissioning.			

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.			
PROJECT DETAIL			
Bidder's Company Name Applied Industrial Systems		Bidders Contact Name & Phone Number Keith Envolsen, (509) 710-0500	
Project Name EWU - URC Ammonia Equipment Repairs		Project Contract Number K0065735	
Project Owner Eastern Washington University		Project Location Cheney, Washington	
Project Owner Contact Name & Title Dave Early		Owner's Telephone Number (509) 499-2879	
Notice to Proceed Date 3/13/2024	Final Completion Date 6/18/2024	Awarded Contract Value \$82,800.00	Final Contract Price \$82,800.00
Prime Contractor Name (If Not Bidder) N/A		Contractor Contact Name & Phone Number (If Not Bidder) N/A	
Brief Project Description University Recreation Center Ammonia Chiller Repairs			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications Overhaul/Rebuilding of quantity two (2) CIMCO/Mycom Reciprocating Compressors to include all bearings, pistons, internal components. Leak Repairs to Ammonia System components. Replacement of failed ammonia system components. Ammonia removal/replacement.			



CITY OF SPOKANE - PURCHASING
915 N Nelson Street
Spokane, Washington 99202
(509) 625-6576

August 27th 2025

ADDENDUM NO. 1

RFQ 64444-25

- 1. Optional Pre-Bid was added**
- 2. Mandatory and Supplemental Bidder Criteria Specifications were added to the Specifications in the Response tab**

Tanya Lester

**Tanya Lester
Purchasing**

PLEASE NOTE: RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED IN THE APPROPRIATE SPACE IN THE PROCUREWARE SYSTEM.

City of Spokane – Riverfront Park Ice Ribbon Request for Services

720 West Spokane Falls Blvd.
Spokane, WA 99201

Base Scope Summary:

Scope to include a predictive/preventative maintenance program for the mechanical cooling equipment listed, proper inspection, maintenance, and diagnosis of the equipment that provide refrigeration for the Ice Ribbon Facility.

The successful company will provide a comprehensive maintenance program that will ensure peace of mind during critical operation times of the equipment.

- Perform routine inspections and operational adjustments to the Mechanical Refrigeration system for the Ice Ribbon as required by Manufacturers instructions. (Either in-person or remotely). (see attached Preventative Maintenance & Inspection Program description)
- WEEKLY preventative maintenance visits to be performed each week on listed equipment during operational period from November through Mid-March (depending on weather conditions) of each operating season.
- Coordinate chemical test of brine supply and condenser water treatment monthly while in operation (Nov-Feb). (*a separate company is contracted for the condenser water treatment*)
- Monitor system remotely. and respond to any emergency situations. Remote monitoring capability is currently not but we anticipate it to come on-line during the duration on the contract. Monitor plant for mechanical and ammonia alerts and alarms. Provide 24/7/365 emergency response.
- YEARLY plant startup and plant shutdown visits will be performed each year. The startup service will prepare and initially start the plant operation, and the shutdown service will prepare the plant for dormant plant conditions.
 - Perform complete start-up of the system plant (estimated timeframe Nov 1-Nov 15).
 - Perform complete shut-down of the system plant at end of season (March 1-15).
- Monitor system in the off-season. Cycling Brine system at recommended frequency.
- In the event of equipment failure, piping issues, valve issues, seals, etc., it is expected that repairs will be covered per the time and material quotes.
- All maintenance visits will be coordinated with appropriate jobsite personnel to determine the best and most convenient time to service the listed equipment, which aims to reduce the impact to end users.
- All maintenance will be performed according to manufacturer recommendations and standard field determined needs.
- Riverfront Staff will be involved with progress updates, unit status, identified deficiencies, and determination of best course of action for quick and swift resolution of any issues pertaining to equipment.

- Provide all required ammonia alarm testing and reporting as required by the Authority Having Jurisdiction (AHJ).
- In the event of chemical discharge or release coordinate all required cleanup, disposal, and reporting to all AHJ.
- Provide yearly ammonia testing for moisture, suspended solids, etc.—and furnish report one time per agreement year.
- Provide yearly brine testing for corrosion inhibitor levels, suspended solids, etc. -- and furnish report one time per agreement year.
- Contractor will coordinate any possible warranty repair work with appropriate parties.
- *Services will be rendered on time and material quote, with a not to exceed total per year.*

Alternate 1:





Devise a daily inspection preventative maintenance checklist for Park Maintenance employees to ensure all necessary system verifications are completed, which focuses on checking gauges, cleanliness and safety of the plant. Train Maintenance employees on how to use and perform the inspection.

Alternate 2:

A vibration was found in the second reciprocating compressors (Serial # 4110582) during a vibration analysis. It is suspect the main and rod bearings to be the cause. Replace main and rod bearings in the unit and recharge ammonia into machinery.

List of Equipment

Professional grade maintenance services will be performed on the listed air conditioning equipment below, in accordance with the scope of work listed later in this agreement.

EQUIPMENT TYPE	MANUFACTURER	MODEL #	SERIAL #	RATING
Ice Plant System 	CIMCO	A1200137	N/A	
Reciprocating Compressor 	CIMCO	C9-04A	17571	
Reciprocating Compressor 	MYCOM	N4MII	4110582	
Cooling Tower 	Baltimore Air Coil	CVHE-032F	L84L23270	

Preventive Maintenance & Inspection Program For Ammonia Ice Rink and Ribbon Facilities

ANNUAL STARTUP INSPECTION AND MAINTENANCE SERVICE

The following tasks are performed once each year during a shutdown period in order to properly evaluate equipment status and prepare unit for reliable operations, these include but not limited to:

- Check static oil level in each compressor
- Check each compressor oil heater for proper operation
- Check and verify each compressor coupling for bolt tightness
- Check oil level in oil separator vessel near evaporator
- Check oil separator at evaporator and verify heater is working correctly
- Check each motor starter (VSD/Soft Start) for proper cooling fan operation, and all electrical connections for integrity
- Record standby main and control voltages
- Review the Control Panel for setpoints, settings, history buffer
- Review pressure gauge and temperature thermometer accuracy
- Review water treatment system and coordinate with separately contracted company to ensure proper treatment, dosing, conductivity, etc.
- Check cooling tower to include direct drive or belt driven fans, blades, motors
- Check for proper cooling tower makeup water circuit operation
- Check all plant water pumps, to include cooling tower, brine, ice melt, etc. Check for noisy bearings, proper coupling tightness, leaks, insulation, etc.
- Provide “additional listed services” as listed, such as Ammonia testing, Brine testing, etc.
- Check and verify Ammonia Leak Detection System
- Startup plant
- Verify all operating conditions, head pressures, zone brine temperatures, etc. This is a multiple day service in which the plant is operated and adjusted for exact outside temperatures and conditions
- Check for proper heat transfer at the evaporator, condenser and each zone.
- Check unloader operation (mechanical, electrical, or motor drive).
- Check operation of evaporator level control system and operating ammonia level in evaporator.
- Provide report on all finding, recommended corrective actions, and repair as necessary.

SHUTDOWN SERVICE

The following tasks prepare the equipment for dormant and intermittent operation, these include but not limited to:

- Pump down ammonia system to acceptable levels and pressures
- Shut down and drain cooling tower, makeup water, etc. to prevent off season damage
- Shut down brine system.
- Check all compressor heaters for proper operation
- Change compressor oil in each compressor.
- Change compressor oil filter in each compressor
- Shut down water treatment season (condenser water)
- Check for proper mechanical room ventilation operation, heater operation
- Check for proper Ammonia Detector operation
- Visually check for oil, refrigerant, and brine leaks in entire plant.
- Grease/lubricate all motor bearings to be prepared for next season startup.

OPERATING SEASON INSPECTIONS

The following inspection items ensure the unit is operating reliably and efficiently through the operating season, these include but not limited to:

- Check the general condition and operation of the unit/system
- Check for proper oil levels and refrigerant charge
- Check the oil temperature and oil sump heater operation
- Check the operation of all controls
- Visually check for oil, refrigerant, brine or water leaks
- Check operation of Variable Speed Drive
- Check full load operation (when available), including proper cooler approach, condenser subcooling, amp draw and tonnage
- Review control panel history and alarm buffer, investigating root-cause and corrective action
- Check oil return system and effectiveness of oil return
- Blow down excess oil as necessary and add oil as necessary to equipment.
- Check and verify receiver ammonia level
- Check and verify operation of refrigerant level control at evaporator
- Log machine operating conditions
- Provide service report for each inspection performed

DORMANT SEASON INSPECTIONS

The following inspection items ensure the unit/system is operating reliably and efficiently through the operating season, these include but not limited to:

- Check the oil temperature and oil sump heater operation.
- Visually check for oil, refrigerant, brine or water leaks.
- Check and verify receiver ammonia level.
- Cycle Brine pumps as necessary.
- Provide service report for each inspection performed.

GENERAL TASKS

The following tasks are performed at each visit to properly service the equipment, these include but not limited to:

- Equipment consultation with the operator to review operating conditions
- Review operating procedures and owner's log with operator
- Log operating conditions after the system and unit/system is stabilized.
- Provide a complete report to owner with any recommendations for repairs or unit upgrading with a formal proposal prior to completing work
- Repair insulation removed for inspection and maintenance procedures
- Clean equipment and surrounding areas upon completion of work.

Bid Response Summary

Bid Number RFQ 6444-25
Bid Title Scheduled and On Call Ice Ribbon Maintenance
Due Date Monday, September 22, 2025 8:53:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Applied Industrial Systems
Submitted By keith@appliedindsystems.com keith@appliedindsystems.com - Saturday, September 20, 2025 12:07:03 PM [(UTC-08:00) Pacific Time (US & Canada)]
 keith@appliedindsystems.com 5097100500
Comments

Question Responses

Group	Reference Number	Question	Response
Pre-Bid Walkthrough			
	1.	There will be an optional pre-bid walkthrough of the Ice Ribbon on September 15th, 2025, 9:00 am at Numerica Skate Ribbon - Riverfront Spokane	Yes
TERMS & CONDITIONS			
	1.	I have read, understand and agree to the Terms & Conditions listed in the document in the Documents Tab titled "RFQ #6444-25 Terms & Conditions 9.8.25".	Yes
Default Item Group			
	BACKGROUND	The City of Spokane is seeking a contractor for Scheduled and On Call Ice Rink Maintenance services for the City of Spokane Parks & Recreation Department.	I acknowledge and agree
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications.	I acknowledge and agree
	QUALIFICATION	Contractor must have a minimum of three (3) Ammonia Refrigeration Technicians on staff during the duration of the contract that is awarded from this PW ITB. Each technician must have extensive experience with ICE RINK type of work and Ammonia Refrigeration.	I acknowledge and agree
	QUALIFICATION	Upload Resume's for the Ammonia Refrigeration Technicians you have on staff and that will be working on this contract.	EmployeeResumes_RiverfrontParkMA.pdf
	QUALIFICATION	Contractor must demonstrate experience in correlating Ammonia Refrigeration with maintenance of Ice surface and slab temperatures.	I acknowledge and agree
	QUALIFICATION	Contractor must furnish (upload here) a minimum of three (3) references to include name, telephone number and email address of customer contact from other clients and any Ice Rink type clients for reference in Eastern Washington/Idaho region.	RiverfrontPark_PastPerformanceList2025.pdf
	QUALIFICATION	Contractor must have a 24/7/365 answering service and call out procedure. Provide telephone number and process here.	Callout sequence is straightforward and easy to use. Contact phone is (877) 247-9048 and select option for Emergency Service. This will automatically link to the 24/7/365 oncall technician which will field the call. If for any reason this is not working, a direct call or text to (509) 710-0500 will generate a response. A list of all A.I.S. service technicians with direct contact phone numbers will be posted in the mechanical room for anyone to contact 24/7/365 as well.
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder for a base three (3) years. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree

CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement. This contract may be renewed for one (1) one-year option with the total contract period not to exceed four (4) years .	I acknowledge and agree
EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge and agree
GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and agree
INVOICING	Invoices must be submitted to Parks & Recreation within 30 days of performing the work. • Invoices shall include the location and type of services performed, detailed hours and rate per hour, and on site contact that approved services. • Invoices shall reference and list OPR #2025-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be mailed to Parks & Recreation, 5th Floor City Hall, 808 West Spokane Falls Blvd., Spokane WA, 99201	I acknowledge and agree
BIDDER RESPONSIBILITY CRITERIA (MANDATORY)	Before award, the bidder must meet the following mandatory bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:	Yes
BIDDER RESPONSIBILITY CRITERIA (MANDATORY)	A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;	Yes
BIDDER RESPONSIBILITY CRITERIA (MANDATORY)	B. Have a current Washington Unified Business Identifier (UBI) number;	Yes
BIDDER RESPONSIBILITY CRITERIA (MANDATORY)	C. 1) If applicable: -Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in title 51 RCW; 2) Have a Washington Employment Security Department number, as required in title 50 RCW; 3) Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.	Yes
BIDDER RESPONSIBILITY CRITERIA (MANDATORY)	D. Before award, the bidder under consideration for award must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.).	Yes
BIDDER RESPONSIBILITY CRITERIA (MANDATORY)	E. Shall affirm and certify that they will not violate any local, state, or federal labor laws or standards during the course of performing work under the City contract.	Yes
BIDDER RESPONSIBILITY CRITERIA (MANDATORY)	F. Shall affirm and certify that the bidder will comply with and notify its principals and subcontractors of the provisions of the Spokane Fair Elections Code, chapter 01.07, SMC	Yes

<p>BIDDER RESPONSIBILITY CRITERIA (MANDATORY)</p>	<p>G. As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following: • Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or • Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years. This verification requirement and responsibility criteria must be included in any subcontract at every tier for the public works project.</p>	<p>Yes</p>
<p>BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL)</p>	<p>A bidder will be deemed not responsible if</p>	<p>Yes</p>
<p>BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL)</p>	<p>A. the bidder does not meet the mandatory bidder responsibility criteria in SMC7.06.500 and RCW 39.04.350(1), as amended; or</p>	<p>Yes</p>

BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL)	<p>B. the bidder does not meet the supplemental bidder responsibility criteria as shown in these bid specifications. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria. If a potential bidder believes that the supplemental bidder responsibility criteria will exclude it from bidding, it may request the City to consider modifying the criteria. Any request shall be submitted to the Purchasing Department no later than five (5) days before the bid opening. The City shall evaluate any such request, and if a decision is made by the City to modify the criteria, the modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. Likewise, in the event the City decides not to modify the criteria, it will endeavor to notify the requesting bidder of its decision. As evidence that the Bidder meets the supplemental bidder responsibility criteria, the apparent lowest Bidder shall submit to the City within twenty-four (24) hours of the notification time the completed supplementary bidder responsibility form with any required documentation. The City reserves the right to request this documentation from other bidders as well, and to request further documentation as needed to assess the bidder's responsibility. The basis for evaluation of bidder compliance with the supplemental criteria shall be any documents or facts obtained by the City (whether from the bidder or third parties) which any reasonable owner would rely on for determining compliance. Determinations of responsibility or non-responsibility of a bidder due to the supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single item being determinative. If the City determines the low bidder does not meet either the mandatory bidder criteria or the supplemental bidder criteria and is therefore not a responsible bidder, the Contracting Agency shall notify the bidder in writing with reasons for the determination. If the bidder disagrees with this determination, it will have a minimum of three (3) business days from receiving the determination to submit additional written information to the City. The City will consider any timely submitted additional information received from the bidder before issuing its subsequent determination. If the bidder disagrees with the City's subsequent determination it may appeal the determination to the Mayor or designee in writing within two (2) business days of receiving the City's determination. If the final appeal affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until at least two (2) business days after the bidder determined to be not responsible has received the final determination.</p>	Yes
PAYMENT	<p>Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.</p>	I acknowledge and agree
REJECTION OF BIDS	<p>The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.</p>	I acknowledge and agree
CONTRACTOR REGISTRATION	<p>The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.</p>	I acknowledge and agree

COMPLETION TIME	Work must be completed in a reasonable amount of time, contractor cannot leave our work incomplete to go to another job. If repair is delayed due to needed parts, estimated wait time and shipping tracking information must be provided. If for any reason the contractor is unable to respond in a reasonable amount of time, the City reserves the right to go outside the contract and work with another contractor.	I acknowledge and agree
EMPLOYEES PER JOB	Please indicate how many employees the contractor feels is standard to perform each job.	Most tasks require two technicians on the job (primarily for safety in the presence of ammonia) during oil changes, oil filter changes, etc. Weekly log readings and operational checks are one technician required for these tasks.
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	I acknowledge and agree
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response.	Keith Envolsen (509) 710-0500 direct phone number keith@appliedindsystems.com
EXCEPTIONS	If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.	N/A
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
PUBLIC WORKS REQUIREMENTS		
A.	The work under this contract is classified as routine maintenance under state law.	I acknowledge and agree
1.	A payment/performance bond is NOT required	I acknowledge and agree
2.	Statutory retainage is NOT required	I acknowledge and agree
B.	Prevailing Wage	Yes
1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and agree

2.	<p>The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.</p>	I acknowledge and agree
C.	Statement of Intent	Yes
1.	<p>The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).</p>	I acknowledge and agree
D.	Filing Fees	Yes
1.	<p>The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.</p>	I acknowledge and agree
E.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes
1.	<p>As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020</p>	Yes
EXCEPTIONS	<p>If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.</p>	N/A
GENERAL CONDITIONS		

#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	I acknowledge and agree
EXCEPTIONS	If you marked "I do not acknowledge and agree" above - explain here what you are taking exception to.	N/A
TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge and agree
Scope of Work	The Contractor acknowledges that he has read and understands the document entitled "ITB #6444-25 Scope of Work" in the Documents tab.	I acknowledge and agree
Scope of Work	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane. If projects across multiple departments may be combined to achieve reductions in timeline and/or price, the Contractor shall make every reasonable effort to do so.	I acknowledge and agree
Scope of Work	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	I acknowledge and agree
Scope of Work	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Bid Section below for the actual repair performed.	I acknowledge and agree
Service Completion Timeline	Specify the standard number of calendar days required to complete projects from Notice to Proceed	7-10 business days depending on parts availability at time of order.
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge and agree
Pricing	Each individual project will require approval in advance by POC (Point of Contact) that initiated the call. Invoices must be submitted within thirty (30) days to the City, and must include detail pricing, point of contact that initiated the service request and approval for work.	I acknowledge and agree
Non-Emergency Calls	Non-emergency repairs, contractor shall be onsite within 24 hours of notification. On average it is estimated that there is 7 calls per year that could result in an estimated annual total of 14 hours more or less. (These numbers are just estimates for evaluation purposes)	I acknowledge and agree
Emergency Calls	Emergency calls, contractor shall be onsite within 1 hour of notification. On average it is estimated that there is 3 Emergency calls per year that could result in an estimated annual total of 6 hours more or less. (These numbers are just estimates for evaluation purposes)	I acknowledge and agree
BID		
Bid Offer	We are using 10 - 2 hour calls for evaluating purposes – 70% are non-emergency calls and 30% emergency calls.	I acknowledge and agree
Straight Time Rate	Hourly Rate -	242.00
Overtime Rate	Hourly Rate -	363.00
Holiday Rate	Hourly Rate -	484.00

Emergency Work Rate/After Straight Rate	Hourly Rate -	363.00
Material Cost	Materials and parts will be paid at Contractor's invoice cost plus the following percentage markup. Shipping costs and sales tax will be paid at Contractor's invoice cost without any markup. A copy of all invoices must be submitted with billings for any items exceeding \$250.00. The Contractor may be requested to provide invoices for any items at the discretion of the City of Spokane. Cost plus _____ percent	25
Material Cost	(Percent Markup 1.00 + 0.00%) x \$55,000.00 =	\$55,000.00 x 1.25 = \$68,750.00
Material Cost	(Example 1 + .15% markup x \$55,000.00 = \$63,250) \$55,000 is only an estimate being used for evaluation purposes	Yes
Alternate #1	Devise a daily inspection preventative maintenance checklist for Park Maintenance employees to ensure all necessary system verifications are completed, which focuses on checking gauges, cleanliness and safety of the plant. Train Maintenance employees on how to use and perform the inspection.	Estimated to be approx. \$4,000.00
Alternate #2	A vibration was found in the second reciprocating compressors (Serial # 4110582) during a vibration analysis. It is suspect the main and rod bearings to be the cause. Replace main and rod bearings in the unit and recharge ammonia into machinery.	Estimated to be approx \$45,000.00
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	QTY ONE (1)
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and agree
Subcontractors	Download and complete the Subcontractor List in the "Documents" tab and upload it.	Subcontractor List under \$1M.pdf
CONTRACTOR RESPONSIBILITY		
#1	Provide Washington State Contractor's Registration No.	APPLIIS776LZ
#2	Provide Contractor's U.B.I. Number	605-224-344
#3	Provide Contractor's Washington Employment Security Department Number	000-801664-00-3
#4	Provide Contractor's Washington Excise Tax Registration Number	605-224-344
#5	Provide Contractor's City of Spokane Business Registration Number	605-224-344
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		
#1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge

Job Title:	Chiller Technician	Name:	Jack Envolsen
Department/Group:	Service	Years of Experience:	7 Years
HR Contact Information:			
E-MAIL/PHONE: (877) 247-9048 or hannah@appliedindsystems.com Subject Line: Attention: HR Department		MAIL: Hannah Carnahan Applied Industrial Systems 1014 North Lake Road Spokane Valley, WA 99212	
WORK EXPERIENCE			
Jack Envolsen has performed all tasks related to HVAC/refrigeration service, repair and new equipment installation and startup including: <ul style="list-style-type: none"> Maintain, troubleshoot and repair various chilled water and control systems: <ul style="list-style-type: none"> Preventative maintenance inspections Chiller overhauls including centrifugal, screw, recip, and scroll chillers Heat Exchanger Tube Replacement on Ammonia Evaporators Brine, Chilled Water, and Condenser Water Pump Impeller and Shaft Seal Replacement. Laser Shaft Alignment of various motors to compressors and pumps. Experience with remote call out and monitoring services. 			
QUALIFICATIONS AND EDUCATION			
<ul style="list-style-type: none"> UA Plumbers and Pipefitters MES Program EPA Certification 5 years work experience at Sno Valley Process Solutions, Inc. performing installation, service and repair of centrifugal, oil free centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work. 2 years work experience at Applied Industrial Systems performing installation, service and repair of centrifugal, oil free centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work. 			
Reviewed By:	Hannah Carnahan	Date:	September 17, 2024
Last Updated By:	Hannah Carnahan	Date/Time:	September 17, 2025



4784 Casberg-Burroughs Road
Deer Park, WA 99006
(877) 247-9048 main
www.appliedindsystems.com

Job Title:	Chiller Technician	Name:	Russ Johnson
Department/Group:	Service	Years of Experience:	34 Years
HR Contact Information:			
E-MAIL/PHONE: (877) 247-9048 or hannah@appliedindsystems.com Subject Line: Attention: HR Department		MAIL: Hannah Carnahan Applied Industrial Systems 1014 North Lake Road Spokane Valley, WA 99212	
WORK EXPERIENCE			
Russ Johnson has performed all tasks related to HVAC/refrigeration service, repair and new equipment installation and startup including: <ul style="list-style-type: none"> Maintain, troubleshoot and repair various chilled water and control systems: <ul style="list-style-type: none"> Preventative maintenance inspections Chiller overhauls including centrifugal, screw, recip, absorption and scroll chillers Chiller start-up and commissioning as Daiken/McQuay factory representative for 6 years Design and implement custom maintenance programs for customers with Federal requirements including: <ul style="list-style-type: none"> Battelle Northwest – Pacific Northwest National Laboratories General Services Administration (GSA) US Department of Defense – Air Force 			
QUALIFICATIONS AND EDUCATION			
<ul style="list-style-type: none"> UA Local 32 Plumbers & Pipefitters Journeyman (2) Year Certificate in Refrigeration and Thermodynamics Daiken/McQuay Factory Trained EPA Certification (Universal) 6 years work experience at Daiken/McQuay performing installation, service and repair of centrifugal, scroll and screw chillers 6 years work experience at Haynes Mechanical performing installation, service and repair of centrifugal, scroll and screw chillers 8 years work experience at Sno Valley Process Solutions, Inc. performing installation, service and repair of centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work. 2 years work experience at Applied Industrial Systems performing installation, service and repair of centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work. 			
Reviewed By:	Hannah Carnahan	Date:	September 17, 2025
Last Updated By:	Hannah Carnahan	Date/Time:	September 17, 2025

Job Title:	Chiller Technician	Name:	Keith Envolsen
Department/Group:	Service	Years of Experience:	29 Years
HR Contact Information:			
E-MAIL/PHONE: (877) 247-9048 or hannah@appliedindsystems.com Subject Line: Attention: HR Department		MAIL: Hannah Carnahan Applied Industrial Systems 1014 North Lake Road Spokane Valley, WA 99212	
WORK EXPERIENCE			
Keith Envolsen has performed all tasks related to HVAC/refrigeration service, repair and new equipment installation and startup including:			
<ul style="list-style-type: none"> Maintain, troubleshoot and repair various chilled water and control systems: <ul style="list-style-type: none"> Preventative maintenance inspections Chiller overhauls including centrifugal, screw, recip, absorption and scroll chillers Chiller start-up and commissioning as York factory representative for 7 years Chiller start-up and commissioning as Carrier factory representative for 3 years Chiller start-up and commissioning as SMARDT local representative (Current) Design and implement custom maintenance programs for customers with Federal requirements including: <ul style="list-style-type: none"> CH2M Hill Plateau Remediation USACE US Department of Energy 			
QUALIFICATIONS AND EDUCATION			
<ul style="list-style-type: none"> UA Local 32 Plumbers & Pipefitters 5 year Apprenticeship Program (2) Year Associates Degree in Refrigeration and Thermodynamics York Factory Trained EPA Certification (Universal) Extensive Oil Free Centrifugal Chiller experience on SMARDT, Multistack and other chillers. 7 years work experience at York International performing installation, service and repair of centrifugal, scroll and screw chillers 3 years work experience at Carrier performing installation, service and repair of centrifugal, scroll and screw chillers 18 years work experience at Sno Valley Process Solutions, Inc. performing installation, service and repair of centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work. 2 years work experience at Applied Industrial Systems performing installation, service and repair of centrifugal, absorber, recip, scroll and screw chillers; repair and service of Ammonia refrigeration equipment with specialty in Ice Rink work. 			
Reviewed By:	Hannah Carnahan	Date:	September 17, 2025
Last Updated By:	Hannah Carnahan	Date/Time:	September 17, 2025

Riverfront Park – Past Performance List Similar Contracts 2025

Below is a list of similar maintenance and repairs contracts that Applied Industrial Systems has been involved with in this region for your information and records:

Eastern Washington University

Contact Information

David Early
Director, Recreation and Athletic Facilities
dearly@ewu.edu
(509) 359-2308

Spokane Arena

Contact Information

Bill Poffenroth
Lead Engineer
bpoffenroth@spokanepfd.org
(509) 990-6767

Frontier Ice Arena

Contact Information

Vince Hughes
Lead Engineer
info@kyro.org
(509) 990-1626

Riverfront Park

Contact Information

Michael Prince
Maintenance Lead
MPrince@spokanecity.org
(509) 934-0505

SUBCONTRACTOR LIST

PROJECT NAME: Riverfront Park, Ice Ribbon Ammonia System Maintenance RFQ 644-25

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

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

 X NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



October 9th, 2025

Riverfront Park
Mr. Michael Prince
Director of Facilities
507 North Howard Street
Spokane, WA 99201

Subject: Ice Ribbon – Repairs to Ice Ribbon Equipment 2025

Mr. Prince,

We appreciate this opportunity to present the following pricing for your review and approval. Below is pricing to include labor, materials and freight associated with the Ice Ribbon ammonia refrigeration equipment repairs. This is being presented with the work previously performed related to the ammonia call out system repairs, leak repairs including the threaded adapter repairs, and future repairs to the compressor including main and rod bearing replacement. A complete written report will follow after work is completed.

Description	Amount	Lead Time
Compressor Repairs Due to Vibration, Incl Bearing Replacement and Prev Performed Repairs	\$37,678.00	2-3 Weeks from Date of Order
TOTAL	\$37,678.00	

Exclusions:

- Additional Scope of Work, Overtime Work, or Applicable Taxes.

Applied Industrial System standard terms and conditions apply. Additional work that may be required or desired will only be performed with your prior knowledge and approval. Pricing is valid for 15 days.

Thank you again for this opportunity to work with you and with Riverfront Park. To secure and schedule this work, please email a completed copy of this proposal to me directly.

Sincerely,

Purchase Order Number: _____

Date: _____

Keith Envolsen
Area Representative
(509) 710-0500 direct
keith@appliedindsystems.com

Applied Industrial Systems
Spokane Office
1014 North Lake Road
Spokane Valley, Washington 99212
www.appliedindsystems.com

Spokane Park Board

Briefing Paper



Committee	Riverfront Park		Committee meeting date: Dec 8, 2025
Requester	Jonathan Moog		Phone number: (509) 625-6243
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K, Objective 1	Master Plan Priority Tier: (pg. 171-175)	First Tier
Item title: (Use exact language noted on the agenda)	Applied Industrial Systems / Preventative Maintenance Agreement On-Call Ice Ribbon Mechanical Maintenance (\$44,000.00)		
Begin/end dates	Begins: 10/01/2025	Ends: 09/30/2028	<input type="checkbox"/> 06/01/2525
Background/history: Applied Industrial Systems was selected through an RFQ process (# 6444-25) to provide on-call mechanical maintenance at the Numerica Skate Ribbon ice mechanical plant. Work includes seasonal start-up and shut down maintenance supporting ice ribbon operations. Contract is charged at time and materials not to exceed \$44,000 for year 1 and \$40,000 annually for the remain two years. In year 1, contract will also provide daily inspection checklist and train staff on how to perform inspections.			
Motion wording: Approve the Contract with Applied Industrial Systems for On-Call Mechanical Maintenance Services			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Applied Industrial Systems Name: Keith Envolsen Email address: keith@appliedindsystems.com Phone: 509-710-0500			
Distribution: Parks – Accounting mprince@spokanecity.org Parks – Sarah Deatrich Requester: Jonathan Moog Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$44,000 Budget code: 1400-54312-76810-54201			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor Supporting documents: <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane <input checked="" type="checkbox"/> UBI: 605224344 Business license expiration date: 4/30/26 </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability) </div> </div>			



CITY OF SPOKANE
PARKS AND RECREATION

Preventative Maintenance
AGREEMENT

ON-CALL ICE RIBBON MECHANICAL
MAINTENANCE

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **APPLIED INDUSTRIAL SYSTEMS, LLC**, whose address is 4784 W. Casberg Burroughs Road, Deer Park, Washington 99006 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide On-Call Ice Ribbon Mechanical Maintenance; and

WHEREAS, the Contractor was selected from RFQ 6444-25, including Alternate Number 1, and Contractor's Quote.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on October 1, 2025, and shall run through September 30, 2028, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Agreement is described in RFQ Number 6444-25, including Alternate Number 1, and Contractor's Bid Response, dated September 20, 2025, which are attached as Attachment C and made part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **FORTY-FOUR THOUSAND AND NO/100 DOLLARS (\$44,000.00) for year 1**, and applicable sales tax; and a maximum amount not to exceed **FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) for years 2 and 3**, and applicable sales tax, pursuant to the table below, 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.

YEAR 1	Time and materials	\$40,000.00
YEAR 1	One time cost for Alternate 1	\$ 4,000.00
YEAR 2	Time and materials	\$40,000.00
YEAR 3	Time and materials	\$40,000.00

Hourly rate:

- Straight time- \$242/hr
- Overtime time- \$363/hr
- Holiday Time- \$484/hr

Material Rate: 25% mark-up on materials and parts.

The Contractor shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

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

6. PREVENTATIVE MAINTENANCE.

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

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

the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- C. **PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.** For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620.
- D. A payment/performance bond is NOT required.
- E. Statutory retainage is NOT required.

7. CITY OF SPOKANE BUSINESS LICENSE.

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

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or

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

10. INSURANCE. During the period of the Agreement, the Company 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, 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 Company's services to be provided under this Agreement.
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, 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.

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

11. SUBCONTRACTOR RESPONSIBILITY.

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

12. INDEPENDENT CONTRACTOR.

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

13. ASSIGNMENT AND SUBCONTRACTING.

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

14. TERMINATION.

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

15. STANDARD OF PERFORMANCE.

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

16. ANTI KICK-BACK.

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

17. CONSTRUAL.

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

18. DEBARMENT AND SUSPENSION.

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

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

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

20. MISCELLANEOUS PROVISIONS.

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

- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

APPLIED INDUSTRIAL SYSTEMS, LLC

**CITY OF SPOKANE
PARKS AND RECREATION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment
Attachment B - Certification of Compliance with Wage Payment Statutes
Attachment C – RFQ Number 6444-25 including Alternate Number 1; Contractor's Bid Response, dated September 20, 2025

M25-277

ATTACHMENT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - a. 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;
 - b. 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,
 - c. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

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



Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

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

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

ATTACHMENT C