

# THE CITY OF SPOKANE CITY COUNCIL PUBLIC INFRASTRUCTURE, ENVIRONMENT & SUSTAINABILITY COMMITTEE



## AGENDA FOR 1:15 P.M. MONDAY, APRIL 15, 2024

The Spokane City Council's Public Infrastructure, Environment & Sustainability Committee meeting will be held at **1:15 PM April 15, 2024**, in Council Chambers, located on the lower level of City hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2494 546 4105; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Public Infrastructure, Environment & Sustainability Committee meeting is regularly held every 3<sup>rd</sup> Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken. No public testimony will be taken, and discussion will be limited to appropriate officials and staff.

## AGENDA

### Call To Order

### Discussion Items

1. ORDINANCE ESTABLISHING A TRANSPORTATION COMMISSION - SPENCER GARDNER, COLIN QUINN-HURST (10 minutes)
2. 0370 - LOW BID AWARD - 2024 LOCAL ACCESS GRIND & OVERLAY(2024044) TO BE DETERMINED - DAN BULLER (5 minutes)
3. 0370 - FISH LAKE TRAIL PHASE 1 DESIGN (2023106) - PARAMETRIX - DAN BULLER, INGA NOTE (10 minutes)
4. 0370 - CHESTNUT BRIDGE SCOUR MITIGATION DESIGN (2022093) - DEA, INC. - DAN BULLER (5 minutes)
5. 1100 - AUTOMATED PAVEMENT ASSESSMENT AND SIDEWALK INFILL - CLINT HARRIS (5 minutes)

### Consent Items

1. 0320 - CTAB ANNUAL REPORT 2023 (CITY COUNCIL)
2. 0370 – LOW BID AWARD – WASHINGTON/STEVENS GRIND AND OVERLAY (2023118) (ENGINEERING SERVICES)
3. 0370 – WASHINGTON/STEVENS BRIDGE CONSTRUCTION ADMINISTRATION (2021088) (ENGINEERING SERVICES)
4. 0370-LOW BID AWARD - 2024 PAVING UNPAVED STREETS (2024049) TO BE DETERMINED (ENGINEERING SERVICES)
5. 0370-LOW BID AWARD-2024 ARTERIAL GRIND & OVERLAY (2022089)TO BE DETERMINED (ENGINEERING SERVICES)
6. 0370-LOW BID AWARD-2024 LOCAL ACCESS CHIP SEAL(2024043)TO BE DETERMINED (ENGINEERING SERVICES)
7. 4320 RESOLUTION AND PURCHASE WITH FIELD INSTRUMENTS & CONTROLS, INC. (WASTEWATER MANAGEMENT)
8. ROCKWOOD NEIGHBORHOOD MOU (WATER & HYDROELECTRIC SERVICES)
9. 0370 – LOW BID AWARD – 9TH AND PINE BOOSTER STATION (2022077) (ENGINEERING SERVICES)
10. 0370 – LOW BID AWARD – TRAFFIC CALMING PROJECTS CYCLE 11 (2021046) (ENGINEERING SERVICES)

11. 4320 RESOLUTION WITH KGS NORTHWEST, LLC. (WASTEWATER MANAGEMENT)
12. 0370 - STRUCTURAL ENGINEERING ON-CALL CONTRACT INCREASE - LSB CONSULTING (ENGINEERING SERVICES)
13. 0370 – LOW BID AWARD – MAPLE STREET BRIDGE EROSION MITIGATION (2022079) – T (ENGINEERING SERVICES)
14. 1100 - STREET DEPARTMENT MAGNESIUM INFUSED SALT (STREETS)
15. 1100 - STREET DEPARTMENT ROAD SALT (STREETS)
16. 1100 - STREET DEPARTMENT LIQUID DEICER (STREETS)
17. 1100 - STREET DEPARTMENT ICE KICKER (STREETS)
18. 4490 PURCHASE OF STEAM TRAPS FOR THE WASTE TO ENERGY FACILIT (SOLID WASTE DISPOSAL)
19. 4490 CONTRACT RENEWAL FOR TURBINE GENERATOR SERVICES (SOLID WASTE DISPOSAL)
20. 2024 PUBLIC WORKS VEHICLE PRE-PURCHASE APPROVAL (FLEET SERVICES)

. **Executive Session**

Executive Session may be held or reconvened during any Public Infrastructure, Environment & Sustainability Committee meeting.

. **Adjournment**

. **Next Meeting**

**Next Public Infrastructure, Environment & Sustainability Committee**

The next meeting will be held at the regular date and time of **1:15 PM. May 20, 2024.**

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [m\\_lowmaster@spokanecity.org](mailto:m_lowmaster@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.





**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/15/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

4/4/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 04/29/2024

**Submitting Dept**

MAYOR

**Project #**

**Contact Name/Phone**

ADAM 6779

**Bid #**

**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

ORDINANCE ESTABLISHING A TRANSPORTATION COMMISSION

**Agenda Wording**

This ordinance will create a citizen's Transportation Commission. The purpose of the Transportation Commission is to unify the roles of various existing transportation-related boards, committees and sub-committees and create a transparent process.

**Summary (Background)**

The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state law.?? Background The City of Spokane has four transportation-related boards and commissions: (BAB, CTAB, Pkg Advisory, & PCTS)

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

The creation of the Transportation Commission has no fiscal impact, however it will save staff time.

**Amount**

**Budget Account**

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



# Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

### **Approvals**

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

BUSTOS, KIM

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

### **Additional Approvals**

### **Distribution List**

amcdaniel@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	4/15/2024
<b>Submitting Department</b>	Mayor's Office
<b>Contact Name</b>	Adam McDaniel   Spencer Gardner   Colin Quinn-Hurst
<b>Contact Email &amp; Phone</b>	amcdaniel@spokanecity.org
<b>Council Sponsor(s)</b>	Please enter the name of the Council Sponsor(s)
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 minutes
<b>Agenda Item Name</b>	Ordinance Establishing a Transportation Commission
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p><b>Overview</b></p> <p>This ordinance will create a citizen's Transportation Commission. The purpose of the Transportation Commission is to unify the roles of various existing transportation-related boards, committees and sub-committees and create a transparent process for the passage of formal recommendations to City Council and the Mayor's Office regarding transportation policies, initiatives, projects, and programs.</p> <p><b>Purpose</b></p> <p>The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state law.</p> <p><b>Background</b></p> <p>The City of Spokane has four transportation-related boards and commissions:</p> <ul style="list-style-type: none"> <li>• Bicycle Advisory Board (BAB)</li> <li>• Citizens' Transportation Advisory Board (CTAB)</li> <li>• Parking Advisory Board</li> <li>• Plan Commission Transportation Subcommittee (PCTS)</li> </ul> <p>These transportation-related boards and commissions lack a clear and unified process for passing formal recommendations to the City Council and to the Mayor's Office. Furthermore, the City has struggled to recruit enough applicants to fill the positions established by these four boards. Because roles and responsibilities within these boards often overlap, both residents and City staff find it challenging to identify the appropriate advisory body to attend for a given topic. City staff regularly give the same presentation to multiple advisory bodies. Consolidating the boards into one Transportation Commission will provide a transparent and holistic venue for consideration of transportation initiatives, programs, and projects and a formalized process for making recommendations to the City Council and Administration.</p> <p>The Transportation Commission format is consistent with best practices adopted by other mid-size and large cities in the State of Washington (Bellevue, Bellingham, Kirkland, &amp; Tacoma, and Vancouver).</p>

### **Section 1**

Establishes Planning and Economic Development Services as the departmental staff to the Transportation Commission. This mirrors Planning and Economic Development Services' current role as administrative staff to the Plan Commission Transportation Subcommittee and Bicycle Advisory Board.

### **Sections 2-4**

The municipal code sections governing the Citizens' Transportation Advisory Board (CTAB) and the Parking Advisory Board will be repealed. Plan Commission Transportation Subcommittee was created by a 2014 resolution and its consolidation into the Transportation Commission does not require any code change. The Transportation Commission will assume all the duties and responsibilities of these boards.

### **Section 5**

#### **04.40.10 – Purpose statement**

The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state law.

#### **04.40.020 – Definitions section**

#### **04.40.030 – Voting Membership**

- The Transportation Commission will consist of 9 commissioners nominated by the Mayor and appointed by the City Council through the normal boards and commissions process.
- Each city council district will have one resident on the Commission.
- One member will be a downtown resident or owner/operator of a downtown business who has experience with the City's parking system.
- One at-large member will represent the bicycling community and be familiar with the Bicycle Master Plan.
- The Commission will also include four members with technical expertise who either reside in the city or work in the city. One of those experts will bring an expertise focused on ADA requirements and experience with the transportation needs of mobility-impaired populations.

#### **04.40.040 – Appointment and Term**

- Commission member terms will be four years. This matches the term length for Plan Commission.

#### **04.40.050 – Liaison Members**

- A city council member is added as a liaison to mirror Plan Commission.



- A Community Assembly member is added as a liaison to be appointed annually by the Community Assembly.
- Allows representatives of agencies with transportation interests in the city to join the Commission as non-voting liaison members. This includes SRTC, STA, WSDOT, SRHD, Spokane Public Schools, Downtown Spokane Partnership, and others.

**04.40.060 – Officers** (mirrors Plan Commission’s officer section)

**04.40.70 – Ancillary Powers**

- Mirrors Plan Commission; Adds a line to support joint meetings with the City Council and other relevant boards.

**04.40.80 – Duties & Responsibilities** – The Commission’s annual work plan will be adopted by the City Council. It will be established in consultation with Integrated Capital Management, Planning and Economic Development Services, Street Department, Code Enforcement and Parking Services, and the City Council’s Transportation Benefit District Administrator and Manager of Neighborhood Connectivity Initiatives.

**Six-Year Street Program**

The Commission will review and make recommendations, in consultation with Plan Commission, on street improvements in the Six-Year Comprehensive Street Program. Integrated Capital Management will provide administrative support. This function is currently performed by the Plan Commission Transportation Subcommittee (PCTS).

**Transportation Benefit District**

The Commission will make annual recommendations to the City Council for residential street funds and sidewalk projects. The Council’s Transportation Benefit District Administrator will provide support to the Commission for this function with assistance from the Street Department. This function is currently performed by the Citizens’ Transportation Advisory Board (CTAB).

**Bicycle Master Plan & Pedetrian Master Plan**

The Commission will make recommendations on revisions and updates to the Bicycle Master Plan and the Pedestrian Master Plan in consultation with the Plan Commission and Bicycle Advisory Board. Planning and Economic Development will provide administrative support for this function.

**Parking System**

The Commission will make recommendations on parking rates and projects to improve the parking environment. Code Enforcement and Parking Services provide administrative support for this function. This function is currently performed by the Parking Advisory Board.

**Automated Traffic Safety Cameras (Traffic Calming)**

- The Commission will make annual recommendations to the City Council on the addition/relocation/removal of traffic safety cameras.
- The Commission will review and make annual recommendations to the City Council on eligible projects from traffic safety camera

revenue in compliance with state law Projects and expenditures already approved by Council are not affected by this ordinance.

- The City Council's Manger of Neighborhood Connectivity Initiatives will provide administrative support for this function.

**Reporting**

The Commission is required to submit an annual state of transportation report to Council to be published. This report will include the status of transportation projects and the status/outcome of any transportation studies. The report will satisfy the annual reporting requirements of the Transportation Benefit District.

**4.40.090 Equity Considerations**

Appointments to the Commission shall seek adequate representation from community members with disabilities and from historically underrepresented and/or marginalized communities.

The Commission shall consider the effect of its policy and funding recommendations on community members with disabilities and shall consider the effect on historically underrepresented and/or marginalized communities.

**Fiscal Impact**

Approved in current year budget?  Yes  No  N/A

Total Cost: \$0

Current year cost: \$0

Subsequent year(s) cost:

**Narrative:** The creation of the Transportation Commission has no fiscal impact, however it will save staff time.

**Funding Source**  One-time  Recurring  N/A

Specify funding source: Select Funding Source\*

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

**Expense Occurrence**  One-time  Recurring  N/A

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

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

What impacts would the proposal have on historically excluded communities?

This Commission will have members from every Council district. The purpose of the Transportation Commission is to provide recommendations to the Mayor and City Council on the transportation projects and programs necessary to achieve a safe and equitable multimodal transportation system. The Mayor and City Council shall seek adequate representation from community members with disabilities and from historically underrepresented and/or marginalized communities, including communities of color and areas of the City of Spokane that have been subject to a disproportionate lack of investment in transportation infrastructure and programs.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The Commission will issue an annual report. This report will include how the Commission is fulfilling its purpose of providing advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system. The Commission is required to consider the effect of its policy and funding recommendations on community members with disabilities and on historically underrepresented and/or marginalized communities, including communities of color and areas of the City of Spokane that have been subject to a disproportionate lack of investment in transportation infrastructure and programs.

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

The Commission will issue an annual report on the state of transportation in the city of Spokane. This report shall include the status of transportation projects, transportation improvement expenditures, revenues, construction schedules, and the status and outcome of any transportation studies. The report should also include feedback on the Transportation Commission and its processes and procedures.

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

Comprehensive Plan TR Goal A: Promote A Sense of Place

Comprehensive Plan TR Goal B: Provide Transportation Choices

Comprehensive Plan TR Goal C: Accommodate Access to Daily Needs and Priority Destinations

Comprehensive Plan TR Goal D: Promote Economic Opportunity

Comprehensive Plan TR Goal E: Respect Natural & Community Assets

Comprehensive Plan TR Goal F: Enhance Public Health & Safety

Comprehensive Plan TR Goal G: Maximize Public Benefits and Fiscal Responsibility With Integration

SMC 08.16 – Transportation Benefit District

SMC 16A.84 – Transportation Priority – Pedestrian Safety

SMC 07.08.130 – Parking System Fund

SMC 16A.64 Automated Traffic Camera Systems

Resolution 2014-0078

HB 2384

Sustainability Action Plan Goal 2

ORDINANCE NO \_\_\_\_\_

An ordinance establishing the Transportation Commission; repealing Chapters 04.37 and 04.38 of the Spokane Municipal Code; amending Sections 04.16.020 and 04.16.030 of the Spokane Municipal Code; amending Section 03.01A.365 of the Spokane Municipal Code; and adopting a new chapter 04.40 to Title 04 of the Spokane Municipal Code.

**WHEREAS**, the City Council and Mayor agree that the City's multiple transportation-related advisory committees, subcommittees, and boards often review and consider similar projects, and often have membership and staffing structures that overlap, all resulting in duplicate processes and unnecessary devotion of staff time to support those advisory bodies; and

**WHEREAS** the City Council and Mayor deem it beneficial to align existing advisory, transportation-related bodies under a unified Transportation Commission to leverage existing expertise, to improve and elevate citizen input, to prevent duplication of effort and staff time, and to provide a holistic review of the City of Spokane's transportation system; and

**WHEREAS**, in constructing and populating its boards and commissions, the City is committed to encouraging individuals from diverse backgrounds to apply, and to ensure in the composition of those boards and commissions a representation of all ages, ability, ethnicity, gender identity, geographical location, indigenous background, national origin, race, religion, sexual orientation, social class, and veteran status, as well as ensuring representation from historically marginalized communities.

**NOW, THEREFORE**, the City of Spokane does ordain:

**Section 1** . That Section 03.01A.365 of Chapter 03.01A of the Spokane Municipal Code is amended to read as follows:

**03.01A.365 Planning and Economic Development Services**

The ~~((planning and economic development services))~~ Planning and Economic Development Services department is responsible for preparation and maintenance of the Comprehensive Plan ~~((comprehensive plan))~~ to guide the community's long-term physical, economic and social growth and for other matters of neighborhood and City planning, including regional coordination and urban design. The department supports plan implementation measures using development regulations, capital improvement plans and annexation programs; administers current planning activities such as rezoning, planned unit developments, subdivisions, environmental review, and variances; reviews development permits for compliance with land use codes; and promotes economic growth, redevelopment and developer incentives to enhance the quality of life in the community.

- A. The department enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements. The department addresses the community's business needs and coordinates revitalization programs with an emphasis on sustainable economic growth. The department reviews transportation and traffic planning, street improvement proposals and transportation-related development issues.
- B. Through the administration section, the department serves as staff to the Plan Commission (~~((plan commission))~~), Design Review Board (~~((design review board))~~), ~~((and bicycle advisory board))~~ Bicycle Advisory Board, and Transportation Commission.
- C. Any applicant offered the position of director of Planning and Economic Development Services (~~((planning and economic development services))~~) for the City of Spokane shall meet or exceed the following qualifications at the time the offer of employment is made:
1. (~~((bachelors))~~) bachelor's or (~~((masters))~~) master's degree in urban planning, public administration or a related field;
  2. American Institute of Certified Planners (AICP) certification;
  3. minimum of eight years of progressively responsible planning experience;
  4. minimum of four years of experience in a supervisory capacity, including significant experience managing complex projects and management experience related to long-range planning or land use planning;
  5. demonstrated responsibility for budgets exceeding one million dollars;
  6. demonstrated substantial coursework in land use and urban planning principles;
  7. demonstrated knowledge of federal, state and local laws and regulations as they apply to urban planning, particularly with regard to of the State of Washington's Growth Management Act;
  8. demonstrated record of implementing projects consistent with a comprehensive plan or other adopted plans;
  9. demonstrated knowledge of real estate terminology, laws, practices, principles, and regulations;
  10. demonstrated knowledge of basic environmental function and values;

11. demonstrated skills in oral and written communication to individuals and groups in a public setting; and

12. demonstrated ability to work across departments and disciplines.

Equivalent combination of education and experience may substitute for the requirements 3-10.

- D. The ~~((planning and economic development services))~~ Planning and Economic Development Services director shall be appointed by the ~~((mayor))~~ Mayor, with approval by a majority of the ~~((city council))~~ City Council, pursuant to section 24 of the Spokane ~~((city charter))~~ City Charter.

**Section 2.** That Chapter 04.16.020 of the Spokane Municipal Code is amended as follows.

#### **4.16.020 General Purpose**

The Bicycle Advisory Board is established to provide ~~((advice))~~ recommendations to the Transportation Commission in order to advise the mayor, the city council, and departments and offices of the City on matters relating to bicycling and to raise public awareness of bicycling issues.

**Section 3.** That Section 04.16.030 of Chapter 04.16 of the Spokane Municipal Code is amended as follows.

#### **4.16.030 Specific Functions**

Without limiting the scope of [SMC 4.16.020](#) the Bicycle Advisory Board is given the following functions and responsibilities:

- A. To initiate and/or assist in revisions to the City's bikeways plan.
- B. To review proposals and plans for spot improvements and bikeways and provide timely comments to the Transportation Commission and affected agencies.
- C. To review, evaluate and comment on the annual six-year bikeways program.
- D. To promote bicycling as a viable form of urban transportation.
- E. To promote improved safety to reduce accidents and thefts of bicycles by evaluating and recommending changes in design standards for on-street and off-street bikeways, trails and paths accessible to bicyclists, and for secured parking racks and lockers.
- F. To develop possible demonstration projects to encourage commuting through provision of safe, accessible routes, secure bike parking facilities and facilities for commuter clean-up and changing from riding to work clothes.

**Section 4.** That Chapter 04.37 of the Spokane Municipal Code is repealed.

**Section 5.** That Chapter 04.38 of the Spokane Municipal Code is repealed.

**Section 6.** There is enacted a new chapter 04.40 to Title 04 of the Spokane Municipal Code to read as follows:

Chapter 04.40	Transportation Commission
04.40.010	Purpose
04.40.020	Definitions
04.40.030	Membership
04.40.040	Appointment and Term
04.40.050	Liaison Members
04.40.060	Officers
04.40.070	Ancillary Powers
04.40.080	Duties and Responsibilities
04.40.090	Equity Considerations
04.40.100	Removal of Commissioners

**04.40.010 Purpose**

The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state and local law.

**04.40.020 Definitions**

- A. "Bicycle Master Plan" means a component of the Comprehensive Plan focusing on developing a connected bicycle network, support facilities and programs necessary to improve the environment for bicycling and multimodal transportation.
- B. "Pedestrian Master Plan" means a component of the Comprehensive Plan focusing on the recommended policies and best practices necessary to improve and enhance the pedestrian environment.
- C. "Manager of Neighborhood Connectivity Initiatives" means the staff member assigned by the Spokane City Council to assist with the automated traffic safety camera program authorized by RCW 46.63 and SMC 16A.64.
- D. "Six-Year Street Program" means the capital street projects planned over the upcoming six years updated annually in accordance with state law.
- E. "Transportation Benefit District (TBD)" means the independent taxing district created by the City Council pursuant to RCW 36.73 for the sole purpose of making annual improvements to the operation, preservation and maintenance of the City's existing transportation facilities and programs set forth in the six-year pavement

maintenance program and pedestrian program.

- F. "Transportation Benefit District (TBD) Administrator" means the staff member assigned by the Spokane City Council to assist the Transportation Benefit District in the duties and responsibilities outlined in RCW 36.73 and SMC 08.16.
- G. "Spokane Safe Streets Program" means programs and infrastructure funded by automated traffic safety cameras pursuant to RCW 46.63 and SMC 16A.64.

#### **04.40.030 Membership**

The Transportation Commission shall consist of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board who shall be selected as provided in subsection C. The membership shall consist of:

- A. One resident of each city council district that brings a broad range of perspectives and experience utilizing multiple modes of transportation in the city of Spokane;
- B. One representative who either resides in, or owns or operates a business in, the downtown district and who has experience with the City parking system and multiple modes of transportation in the city of Spokane;
- C. One at-large member representing the bicycling community as a member of the Bicycle Advisory Board who shall be selected by that board and shall be familiar with the development and implementation of the Bicycle Master Plan; and
- D. Three at-large members with technical transportation expertise to include but not limited to expertise in: transportation planning, pedestrian facilities, bicycle facilities, public transit, traffic safety programs, transportation technology, parking policy, public health, freight mobility, or commercial transportation. Technical experts may live or work in the city of Spokane.
- E. One at-large member with technical transportation expertise focused on ADA requirements and providing for the needs of mobility-impaired populations.

#### **04.40.040 Appointment and Term**

##### **A. Term**

1. The term of office shall be four years.
2. The terms of the three commissioners appointed under 04.40.030(A) shall expire in odd-numbered years, with two terms expiring in one odd-numbered year and the other term expiring in the subsequent odd-numbered year.
3. The term of the one commissioner appointed under 04.40.030(B) shall expire in odd-numbered years commencing in the year 2025.



4. The seat of the one commissioner appointed under 04.40.030(C) shall expire or renew as determined by action of the Bicycle Advisory Board; provided, no Bicycle Advisory Board member shall serve more than four consecutive terms on the Transportation Commission.
5. The terms of the four commissioners appointed under 04.40.030(D) and 04.40.030(E) shall expire in even-numbered years, with two terms expiring each even-numbered year.
6. Initial and subsequent commissioners may be appointed to such shorter and/or longer terms as are necessary to achieve this term cycle.
7. No commissioner shall serve more than two consecutive full terms.

B. Vacancy

1. Any vacancy shall be filled for an unexpired term in the same manner as for an original appointment under this section as amended.
2. Appointment to fill the balance of an unexpired term where more than half of the unexpired term remains shall be considered a full term.

**04.40.050 Liaison Members**

- A. Representatives of the following agencies with transportation interests within the city of Spokane may join the Transportation Commission as members in liaison roles: Spokane Transit Authority, Spokane Regional Transportation Council, Washington State Department of Transportation, Spokane Regional Health District, Parking and Business Improvement Area, Downtown Spokane, Partnership, University District Public Development Authority, and Spokane Public Schools. Additional liaisons representing agencies not listed in this section may be admitted upon majority vote of the Commission.
- B. The City Council shall appoint one city council member to serve as liaison to the Transportation Commission.
- C. The Community Assembly may nominate a member of the assembly to serve as a liaison to the Transportation Commission.
- D. Liaison members shall be non-voting members in Transportation Commission business.
- E. Liaison members shall be selected by the agency or body represented on the Transportation Commission and shall not be subject to mayoral appointment or council approval of their appointment.

- F. The Community Assembly and any agency with a representative serving as a liaison to the Transportation Commission may identify an alternate member of the assembly or agency to serve in the absence of the designated liaison.

**04.40.060 Officers**

- A. The Transportation Commission shall select a Chair and Vice Chair of the Commission from among those members appointed through the process outlined in SMC 04.40.030 for a term of two years. No person shall serve as chair for more than two consecutive two-year terms. The chair shall preside over meetings and the vice chair shall preside over meetings in the absence of the chair.
  
- B. The Planning and Economic Developments Services director, or his or her designee, shall serve as secretary to the Commission.
  
- C. The Transportation Commission may appoint other officers as it deems necessary.

**04.40.070 Ancillary Powers**

The Transportation Commission shall have the power to:

- A. adopt internal rules of procedure to accomplish its duties;
- B. use administrative support and staff as well as technical support from appropriate City departments and offices as necessary to assist the commission in the performance of its functions, maintenance of its records, and preparation of official correspondence;
- C. organize itself, establish workgroups, committees, or subcommittees, establish annual work programs in consultation with the appropriate city department heads, and delegate duties for the performance of its work;
- D. Host joint meetings with the City Council and relevant boards and commissions.

**04.40.080 Duties and Responsibilities**

The Transportation Commission shall have the following duties and responsibilities:

- A. Six-Year Comprehensive Street Program - The Transportation Commission, in consultation with the Plan Commission, may review and make recommendations on street improvements as part of the Six-Year Comprehensive Street Program. Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.
  
- B. Transportation Benefit District - The Transportation Commission may make annual recommendations to the City Council regarding the allocation of Transportation

Benefit District (TBD) program funds and funds allocated by the Street Department for residential/local access street maintenance and required investments in pedestrian improvements per SMC 08.16.060. The Transportation Benefit District (TBD) Administrator shall provide staff support to the Transportation Commission to help fulfill this duty. The Street Department will assist with identification of residential/local access streets appropriate for repair.

- C. Bicycle Master Plan - The Transportation Commission, in consultation with the Plan Commission and Bicycle Advisory Board, may initiate revisions to the Bicycle Master Plan and recommend projects and policies that support bicycling as a viable and safe form of transportation in the city of Spokane. The Planning and Economic Development Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.
- D. Pedestrian Master Plan - The Transportation Commission, in consultation with the Plan Commission, may review and recommend updates to the Pedestrian Master Plan as required by [SMC 16A.84.030](#). The Planning and Economic Development Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.
- E. Parking System - The Transportation Commission may make recommendations for changing parking rates for on-street parking and recommend policies or projects to improve the parking environment. The Transportation Commission shall make funding recommendations for Parking System Fund eligible projects and activities as prioritized by the City Council in [SMC 07.08.130](#). The City Parking Manager and the Code Enforcement and Parking Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.
- F. Automated Traffic Safety Cameras - The Transportation Commission shall make annual recommendations to the City Council on the following: (1) the addition, relocation, or removal of automated traffic safety cameras consistent with Chapter 16A.64 of the Spokane Municipal Code and state law, (2) expenditures from the budgeted revenues generated from automated traffic safety cameras, and (3) the operation of the automated safety program and any contracts associated with its implementation. The Commission may make recommendations more frequently than annually as needed. Nothing in this subsection shall affect camera locations, projects or expenditures previously approved by the City Council as of the effective date of this ordinance. The Manager of Neighborhood Connectivity Initiatives shall provide staff support to the Transportation Commission to help fulfill these duties.
- G. Annual Report – The Transportation Commission shall issue an annual report on the state of transportation in the city of Spokane. This report shall include the status of transportation projects, transportation improvement expenditures, revenues, construction schedules, and the status and outcome of any transportation studies. Pursuant to RCW 36.73.160, the report shall satisfy the reporting requirements of the Transportation Benefit District.

- H. Annual Work Plan - The Transportation Commission shall establish an annual work plan in consultation with the directors of Integrated Capital Management, Planning and Economic Development Services, Street Department, Code Enforcement and Parking Services, the Transportation Benefit District Administrator, and the Manager of Neighborhood Connectivity Initiatives.

**4.40.090 Equity Considerations**

- A. In making and approving appointments to the Transportation Commission, the Mayor and City Council shall seek adequate representation from community members with disabilities and from historically underrepresented and/or marginalized communities, including communities of color and areas of the City of Spokane that have been subject to a disproportionate lack of investment in transportation infrastructure and programs.
- B. In performing its duties under SMC 4.40.080, the Transportation Commission shall consider the effect of its policy and funding recommendations on community members with disabilities and shall consider the effect on historically underrepresented and/or marginalized communities, including communities of color and areas of the City of Spokane that have been subject to a disproportionate lack of investment in transportation infrastructure and programs.

**4.40.100 Removal of Commissioners**

Commission members shall not be removed from office by the City Council before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No commission member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

**Section 7.** Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 8.** Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/15/2024**Committee Agenda type:** Consent**Date Rec'd**

3/26/2024

**Clerk's File #****Renews #****Cross Ref #****Council Meeting Date:****Submitting Dept**

ENGINEERING SERVICES

**Project #**

2024044

**Contact Name/Phone**

DAN BULLER 625-6271

**Bid #****Contact E-Mail**

DBULLER@SPOKANECITY.ORG

**Requisition #****Agenda Item Type**

Engineer Construction Contract

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

0370-LOW BID AWARD-2024 LOCAL ACCESS GRIND &amp; OVERLAY(2024044) TO

**Agenda Wording**

Low Bid of (to be determined at bid opening) (City, ST) for 2024 Local Access Grind and Overlay - \$\_\_. An administrative reserve of \$\_\_, which is 10% of the contract, will be set aside. (Various Neighborhood Councils)

**Summary (Background)**

On \_\_\_\_, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$\_\_, which is \$\_\_ or \_\_% (above/below) the Engineer's Estimate of \_\_. \_\_ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

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

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



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

### Agenda Wording

### Summary (Background)

#### **Approvals**

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

#### **Additional Approvals**

#### **Distribution List**

ddaniels@spokanecity.org

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

kgoodman@spokanecity.org

jgraff@spokanecity.org

pyoung@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	4-15-24
<b>Submitting Department</b>	Engineering Services
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	2024 Local Access Grind & Overlay
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> <li>The project shown on the attached pages is the annual local access grind and overlay project funded by the transportation benefit district.</li> <li>This project was formerly known as the residential grind &amp; overlay. While paving primarily residential streets, sometimes included streets are non-arterial streets in commercial areas and thus the name change to “local access chip seal”.</li> <li>Curb ramps will also be upgraded.</li> <li>Total length of street between both projects is approx. 1.4 miles.</li> <li>Residents will have access to their homes during construction which will occur this summer/fall.</li> </ul>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1.5M</u>  Current year cost: \$1.5M  Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A  Specify funding source: Select Funding Source*  Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.</li> <li>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</li> </ul>	



N/A

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

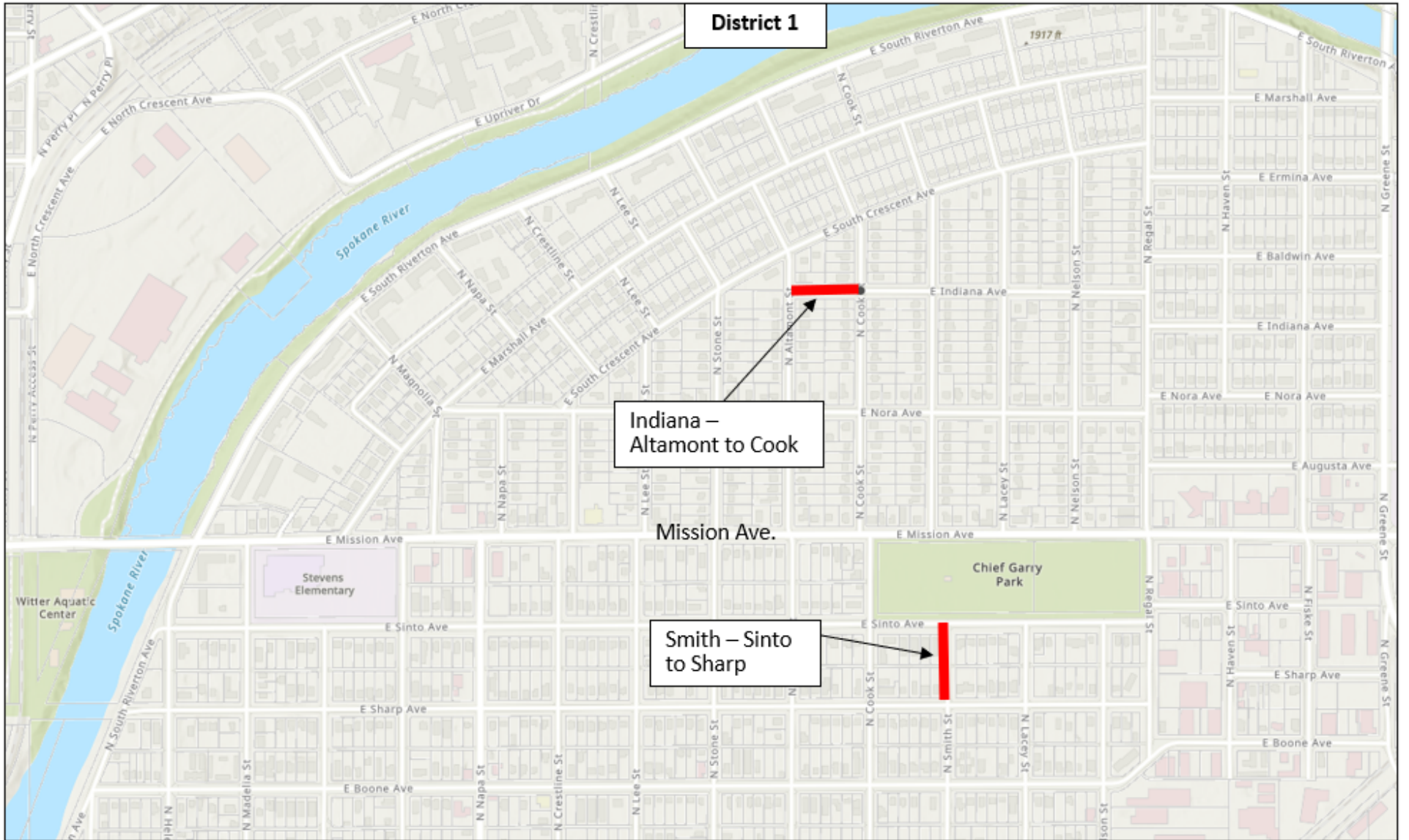
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

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

### **Council Subcommittee Review**

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



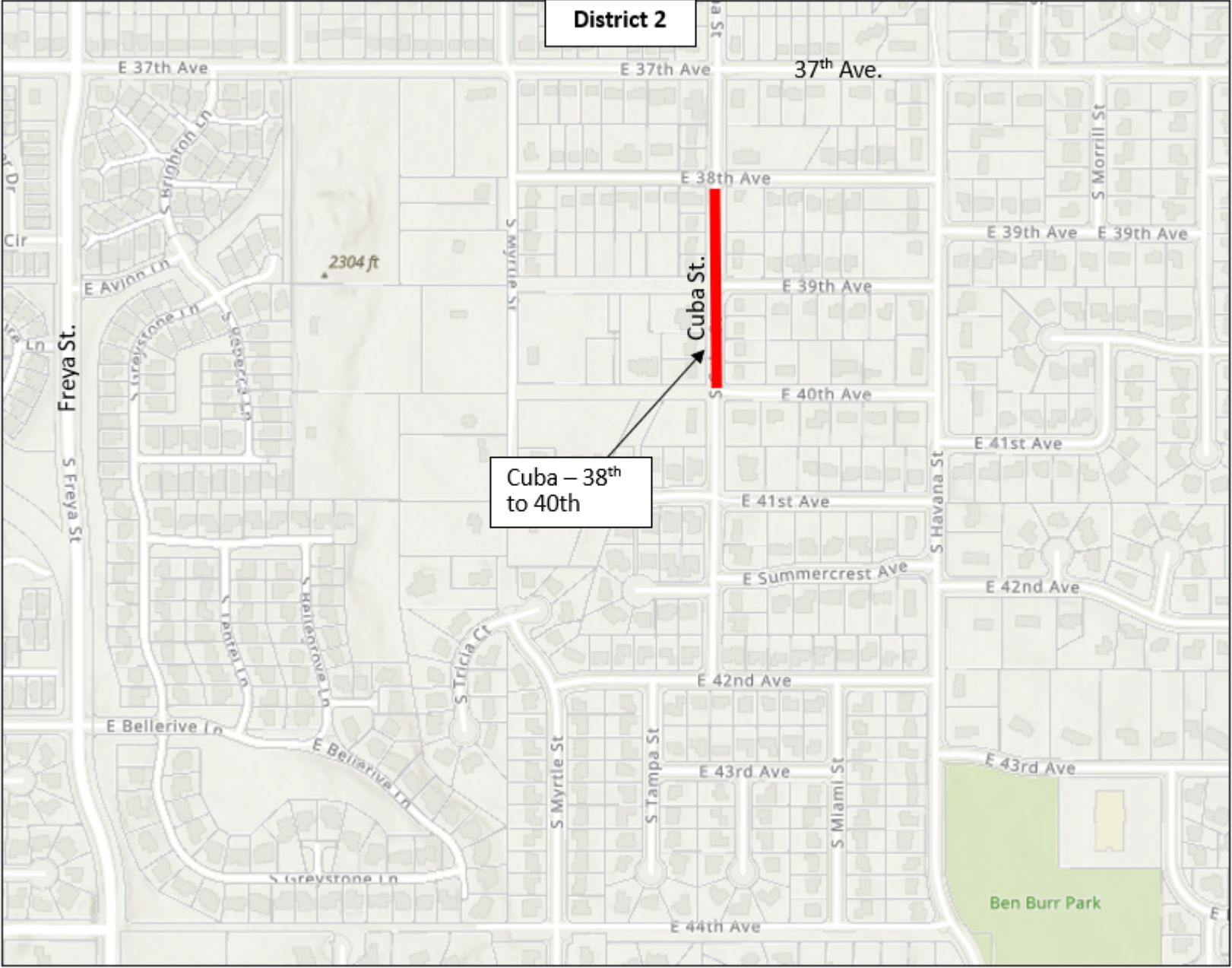
**District 1**

**Indiana –  
Altamont to Cook**

Mission Ave.

**Smith – Sinto  
to Sharp**

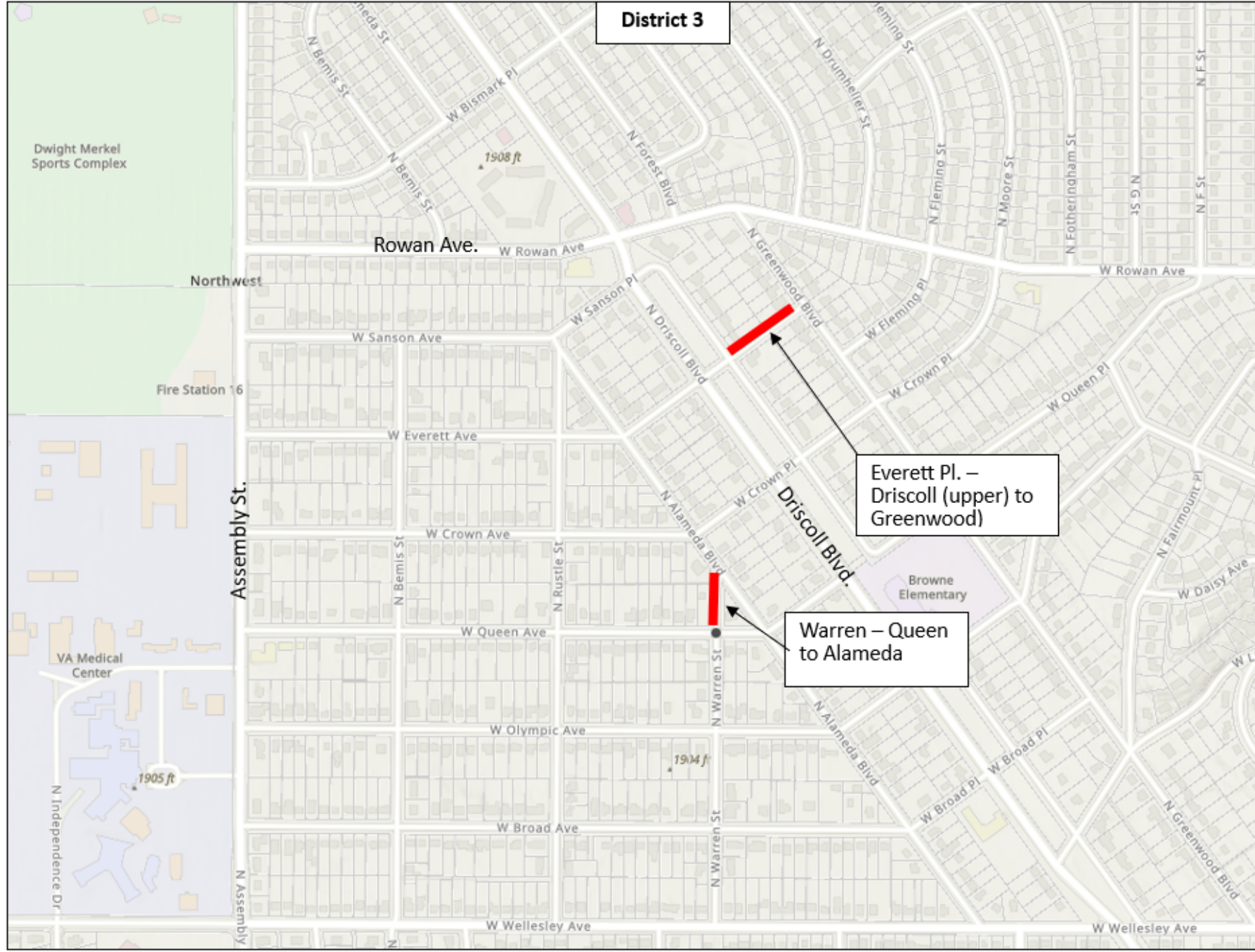
**District 2**



Cuba - 38<sup>th</sup>  
to 40<sup>th</sup>

Ben Burr Park

2304 ft



District 3

Everett Pl. -  
Driscoll (upper) to  
Greenwood

Warren - Queen  
to Alameda

Dwight Merkel  
Sports Complex

Fire Station 16

VA Medical  
Center

Browne  
Elementary

Rowan Ave.

Northwest

Assembly St.

1908 ft

1914 ft

1905 ft

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	4-15-24
<b>Submitting Department</b>	Engineering Services
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Fish Lake Trail Phase 1 Design
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> <li>The City has received grant funding for construction of Fish Lake Trail connecting the existing Fish Lake Trail at approximately Sunset Blvd &amp; Gov't Way to the Centennial Trail where indicated on the attached exhibit.</li> <li>Due staffing limitations, Engineering Services advertised a request for qualifications (RFQ) for the design of this project in accordance with RCW 39 and Parametrix was selected as the firm best suited to design phase 1 of this project.</li> <li>See attached exhibit for location of both phase 1 and phase 2 of the project.</li> <li>Construction of phase 1 of the project is slated for 2025 and phase 2 in either 2025 or 2026.</li> <li>This briefing paper pertains to the proposed design contract with Parametrix.</li> <li>This project (design &amp; construction) will be paid with approximately 60% grant funding, 35% arterial street funding with the remaining 5% impact fees.</li> </ul>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$353,358</u> Current year cost: \$275,000 Subsequent year(s) cost: \$78,358  <b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue  <b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>  <b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b> <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities?</li> </ul>	

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

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

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

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

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

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

#### **Council Subcommittee Review**

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



# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: LA 10649

Firm/Organization Legal Name (do not use dba's): <b>Parametrix, Inc.</b>	
Address 835 North Post St., Suite 201, Spokane, WA. 99201	Federal Aid Number TAPUL-1220(044)
UBI Number 600-135-349	Federal TIN 91-0914810
Execution Date	Completion Date 12/31/2025
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title <b>Fish Lake Trail Connection to Centennial Trail Phase 1 - 2023106</b>	
Description of Work  This project is to produce a biddable set of documents which will include the trail alignment from the existing Milton Street trailhead east along Government Way to to approximately 5th/Government Way, near the upper entrance to High Bridge Dog Park. This phase also includes a trail connection down to Thorpe Road and improving the non-motorized facilities through the tunnel under the BNSF line. The biddable set of documents will follow current State, Federal and City standards.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: 353,358.00	

## Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures



THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Spokane, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Mark Serbousek  
Agency: City of Spokane  
Address: 808 W. Spokane Falls Blvd  
City: Spokane State: WA Zip: 99201  
Email: [mmserbousek@spokanecity.org](mailto:mmserbousek@spokanecity.org)  
Phone: (509) 625-6154  
Facsimile:

If to CONSULTANT:

Name: KJ Hanley  
Agency: Parametrix, Inc.  
Address: 835 North Post St., Suite 201  
City: Spokane State: WA Zip: 99201  
Email: [khanley@parametrix.com](mailto:khanley@parametrix.com)  
Phone: (509) 381-6166  
Facsimile:

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

LA 10649

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.



## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Engineering Services  
Agency: City of Spokane  
Address: 808 W. Spokane Falls Blvd  
City: Spokane State: WA Zip: 99201  
Email: eraea@spokanecity.org  
Phone: (509) 625-6700  
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

### **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTS, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

**Exhibit A**  
**Scope of Work**

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Project No. TAPUL-1220 (044)

"See Attached"

# Exhibit A Scope of Work

**Project:** Fish Lake Trail – Phase 1  
Final Design and Bidding  
**Owner:** City of Spokane Project No. 2023106  
**Consultant:** Parametrix Inc.

## General Description

The Owner’s objective in this Agreement is for the Consultant to provide design services and bidding assistance for a 12’ wide shared-use trail from Fish Lake Trailhead to the end of the phase 1 limits near the intersection of 5<sup>th</sup> Ave and Government Way. The project will include ADA curb ramp retrofits, marked crosswalks, audible pedestrian signals, tunnel signalization modifications at W Thorpe Road just east of W Westwood Lane, and a connection to Fish Lake Trail North of W Thorpe Road.

The City has completed a topographic survey of the project area and will provide this information to the Consultant. Consultant will prepare plans and specifications necessary to bid the project, with direction, review, and support provided by the City. The Consultant will hold public meetings during the early design process to allow for public comment and input. The Contract plans and provisions (bid package) will be prepared in conformance with local and state/federal requirements for public works projects.

## Schedule

Below is a summary of the anticipated project design schedule:

Permitting, Public Involvement and Coordination (16 week Duration)	April 1, 2024 - July 22, 2024
60% Design Submittal (10 Week Duration)	September 30, 2024
90% Design Submittal (8 Week Duration)	November 25, 2024
100% Design Submittal (9 Week Duration)	January 27, 2025
Advertisement (3 Week Duration)	February 17, 2025
Bid Opening	February 18, 2025

The above schedule is based on an anticipated Notice to Proceed date on or before March 1, 2024, and City of Spokane submittal review time of approximately 2 weeks for the 60% design submittal and 4 weeks for the City and WSDOT review of the 90% Design Submittal. If the Notice to Proceed is received after March 1, 2024, the design schedule may need to shift accordingly. The Consultant will keep the City informed of issues that could impact the schedule. The schedule also assumes no additional time required for property acquisition or permitting delays.

## Project Scope

The Consultant shall provide the following services for the Fish Lake Trail – Phase 1 project:

### 1. PERMITTING, PUBLIC INVOLVEMENT AND COORDINATION

- 1.1 Review and Prepare Base Map:** A surveying consultant to The City of Spokane has conducted a topographic field survey of the existing roadway and adjacent improvements and has prepared a background survey basemap. The City will provide those data files and survey basemap to the Consultant in AutoCAD “.dwg” format. It is assumed that the City’s consultant’s survey work has been conducted with the standard degree of skill and diligence normally performed for similar projects at the time said services were performed, including:
- a. Field locates of all monumentation;
  - b. Initial right-of-way mapping summarizing research of Records of Survey and plats in the area, and based on found monuments;
  - c. Vertical control based on NAVD 88 datum;
  - d. Temporary benchmarks/control points set every 400 to 600 LF.
  - e. Field surveying of pertinent ground features, and
  - f. Preparation of electronic AutoCAD transferable data.

The Consultant will visually verify dimensions of existing features (lane widths, sidewalks, catch basins, curb ramps, etc.) and verify and complete the linework, utility research, and mapping. If required, Consultant will identify minor additional topographic survey areas which will be completed by the Consultant.

- 1.2 Project Kick-Off/Coordination Meeting:** A project “kick-off/coordination” meeting will be held with the Consultant and the City to discuss the project scope and objectives and required coordination efforts between Parametrix and City staff. This kickoff meeting will be held virtually and a secondary in person meeting will be held on site at a separate time to walk the project route and discuss key project components. The in-person meeting will be attended by those local to the area plus the lead trail designer, and the lead electrical designer.

- 1.3 Verify and Collect Available Data:** Consultant will verify existing data provided in the basemap and will collect additional missing data, if needed, from prior surveys and from existing utilities in the project area and will incorporate pertinent information into the base map.

**1.3.1 Existing Utilities:** The City will provide the available existing utility information from the surveyors. The reviewed and collected utility data will be verified and incorporate into the base map.

**1.3.2 Plat Maps, Records of Survey and ROW verification:** Consultant will collect record plat and survey maps adjacent to the project; review the maps and incorporate relevant discovered data into the base map. Consultant will also verify City provided ROW and make updates as necessary.

**1.3.3 Geotechnical Investigation:** Consultant will coordinate with selected teaming partner Budinger and Associates for the preparation of a geotechnical report which provides recommendations on pavement design, infiltration rates, and soil structural characteristics for pole foundations and retaining walls as required. Consultant will provide completed geotechnical report to the City for review and record keeping. See attached Scope and Fee from Budinger and Associates.

- 1.4 Right-of-Way Acquisition Support (Optional):** If a right of way or easement need is confirmed, and the extent and type of right of way is identified, Consultant shall perform records research and field survey to determine the existing right of way and parcels lines.



Consultant shall prepare a clear, simple exhibit map showing the property the City would like to acquire for use in negotiations with the Owner. Upon successful conclusion of negotiations, Consultant shall provide a legal description and finalize the exhibit map (we have assumed this will require up to 4 title reports, legal descriptions and exhibit maps). The City will then use the prepared information in conjunction with their on-call ROW consultant to prepare the ROW acquisition.

**1.5 Updated Design Layout:** Based on the work performed in Tasks 1.1 – 1.4, the previously prepared 30% design (by others) and the current project charter; the consultant will prepare preliminary design exhibits depicting the proposed horizontal design layout and project limits. These exhibits will also involve some preliminary layout for the phase 2 connection to establish line and grade. The design exhibits will be forwarded to the City for review and comments. The updated design will be utilized for the public input meetings. As a component of the updated design layout, an illumination assumption tech memo will be prepared to outline the design parameters. Consultant will coordinate with City Streets Department for signal and striping plan assumptions.

## **1.6 Permits and Environmental Documents:**

**1.6.1 DOE Construction Stormwater General Permit Notice of Intent (NOI):** Land disturbance within the project limits is anticipated to be greater than 1 acre and therefore a DOE Construction Stormwater General Permit (CSGP) will most likely be required for this project. The City will prepare the Notice of Intent (NOI) for the CSGP and the Consultant will provide the City with input as needed to complete the NOI documents. The City will advertise the required 2 legal notices and be responsible for Department of Ecology permit fees. The Contractor will be required to transfer the Stormwater General Permit from the City to itself and terminate the permit following construction. The Contractor will also be required to prepare a Stormwater Pollution Prevention Plan (SWPPP) for the project prior to the start of any construction activities. A bid item will be added to the Contract Documents to reimburse the Contractor for the SWPPP preparation.

**1.6.2 SEPA/NEPA Environmental Checklist:** City will prepare the SEPA and NEPA documentation for the project. The City will prepare the checklist, necessary forms, perform analyses required, prepare any necessary reports, and distribute these materials to the relevant authority having jurisdiction. Consultant will support the City with items as needed.

**1.7 WSDOT and BNSF Coordination:** Consultant will coordinate with WSDOT and BNSF to meet permitting and design requirements for the Thorpe Rd Connection as well as any additional design considerations which may arise during ROW negotiations between the City and WSDOT/BNSF.

## **2. 60% DESIGN SUBMITTAL**

**2.1 Dry Utility Coordination:** The Consultant will help the City prepare notification letters for “dry utility” utility purveyors (i.e., natural gas, power, communications, fiber optics, etc.) that have utilities located within the project limits. The list of appropriate utilities to send the letter to and distribution of the letter will be completed by the City. The letter will include project scoping exhibits and anticipated project schedules and will include a project overview to

assist the purveyors in determining any needs to construct, relocate, and/or otherwise modify their facilities in conjunction with this project. The Consultant will meet with the purveyors as necessary to clarify the proposed work. If it is deemed necessary for a formal directive to be issued to require any of the dry utility systems to be moved, lowered, or relocated (within the public right of way per franchise agreements), the Consultant will help the City prepare the letter, which will be signed and mailed by the City. The Consultant may request field investigations be performed by the purveyors to locate the existing utilities more accurately.

**2.2 60% Construction Plans:** The 60% construction plan sheets listed below will be submitted to the City for review and comments:

**2.2.1 60% Trail Plan Sheets:** The 60% trail plans will include existing utilities, existing rights-of-way and anticipated right of way and easement acquisitions, new curb, trail and driveway locations, grading/construction limits, temporary erosion control measures, typical cross-sections and HMA patching limits. Proposed accessible ramp locations will be shown, but sections and details will not be provided. This task will also include the preparation of a cover sheet for the overall plan set, showing the project name, project vicinity map and list of plan sheets included.

**2.2.2 60% Stormwater Design:** The 60% stormwater plans will include existing utilities, provided right-of-way and existing storm piping and structures along the trail. These plans will show the proposed locations for new drainage structures and piping along with existing structures and/or piping that will need to be removed, abandoned or protected in place. Proposed piping sizes, inverts and slopes will be shown in plan view to help identify potential conflicts. A portion of this submittal will be a drainage tech memo addressing the assumptions, design parameters and approach. It is assumed that the drainage design will show no net increase in PGIS, and no additional stormwater treatment systems will be incorporated.

**2.2.3 60% Landscaping Design:** The 60% landscaping plans will include the conceptual layout for street tree plantings along the trail.

**2.2.4 60% Electrical/Signalization Plan Sheets:** The 60% plans will include separate plans sheets for illumination and signalization.

At 60%, the illumination plans will include basic pole and fixture information and pole/fixture layout. The illumination plans will also show the recommended service location(s). Schedules and details will not be provided.

At 60%, the signalization plans will include proposed signal modifications at the Government Way and Sunset Boulevard intersection. It will also include an RRFB crossing system at Government Way (near W Hartson Ave), an RRFB crossing system at Government Way (near W 5<sup>th</sup> Ave) and a pushbutton activated bike tunnel warning system or HAWK system at the Thorpe Road Tunnel. Schedules and details will not be provided at 60% in the Plans.

Consultant will prepare Public Interest Finding (PIF) documentation for proprietary signal and illumination equipment as part of 90% submittal.

#### **2.2.4 Assumptions:**

- *City will lead coordination for utility power connection.*
- *City will provide as-built plans for the existing Government Way & Sunset Blvd signalized intersection.*
- *One site visit will be required (two Parametrix staff) to inventory existing signal junction boxes, conduit and wiring.*
- *Signal design will include the following:*
  - *At Government Way and Sunset Blvd: Replacement of mast arm signal poles at the NE and SE corners, installation of two protected left turn signals, APS and pedestrian signal head upgrades for ADA compliance, vehicle detection (where impacted).*
  - *RRFB crossings of Government Way near W Hartson Ave and near W 5<sup>th</sup> Ave.*
  - *Adding a pushbutton activated bike warning system or HAWK system at the BNSF tunnel along Thorpe Rd.*
- *Illumination design will include the following:*
  - *Continuous trail illumination along full trail extents*
  - *Intersection illumination of trail crossings at signalized intersections and RRFB crossings.*
  - *Tunnel illumination retrofit into existing tunnel on Thorpe Rd where it crosses under the BNSF railway.*

**2.2.5 60% Traffic Control Plan Sheets:** The 60% plans will include sheets for permanent traffic control signage and striping to address road and trail signage and road striping modifications. Consultant will coordinate with Spokane Transit Authority (STA) to relocate or add bus stops as required. Additional sheets will be developed for temporary traffic control to address detour routing, road and sidewalk closures and STA bus stop temporary relocations.

**2.2.6 60% Retaining Wall Structural Plan Sheets:** The Consultant will work with other project disciplines to determine the locations and extent of retaining walls required for the project. The objective will be to develop a 60% set of retaining wall plans to include plan views, elevations, and typical sections. The retaining wall design will be based on geotechnical recommendations.

##### **2.2.6.1 Assumptions:**

- *Retaining walls are assumed at the following locations. The need and extent of retaining walls will need to be confirmed based on the trail alignments determined in the 60% submittal. Assumed wall types are provided for scoping purposes only and will need to be coordinated with the geotechnical engineer.*
  - a. *Cast-in-place concrete wall along Government Way near the intersection of Government Way and Sunset Blvd.*
- *Retaining wall design will be based on WSDOT BDM and AASHTO criteria.*
- *Retaining wall design will be based on recommendations from the geotechnical engineer.*
- *Consultant assumes there will be aesthetic treatment on the walls in coordination with the City as shown on the retaining wall plans.*
- *Grading is assumed at the following locations in lieu of retaining walls:*

- a. *Near the end of the Phase 1 project limits, east of Government Way and W. 6<sup>th</sup> Ave.*
- b. *Along the portion of trail connecting Fish Lake Trail to W. Thorpe Road.*

- 2.3 Construction Cost Estimate:** Consultant will estimate Construction Cost on the approximate quantities of work identified in the 60% drawings. This task will include an itemized cost estimate with all the anticipated unit bid items required to perform the work. Consultant will apply an estimated unit cost to each item and will add a contingency amount appropriate to the completion status.
- 2.4 Coordination Meetings:** Attend approximately 3 (three) virtual meetings with the City (streets, wastewater, and traffic) to present and discuss plans for the project. Meetings shall be held to review progress, complete coordination items, and review preliminary alternatives regarding alignment, roadway features, stormwater system design and traffic coordination.
- 2.5 Submit 60% PS&E Package:** Consultant will prepare and submit one PDF copy of the 60% Plans, and Engineer's Estimate. The scales to be used, the lettering, and the general delineation of the plans shall be as such to provide legible reproduction when the plans are reduced to ½ of their original size.
- 2.6 Public Involvement:** Consultant will meet with the West Hills, Grandview-Thorpe Neighborhood Council and the Bicycle Advisory Board (3 total meetings) utilizing the information and exhibits from Tasks 1.1 – 1.5 as well as some exhibits to show concept sections and layouts for public review. If the City deems it necessary, the Consultant will attend an open house at a to be determined location and time to discuss project specifics with the public. Public Comments will be evaluated, and any changes coordinated with the City. A maximum of 2 local staff will attend the meetings and the open house, and no travel is included. Consultant will also coordinate with business and property owners directly adjacent to the project alignment.

### **3. 90% DESIGN SUBMITTAL**

- 3.1 Coordination Meetings:** Attend approximately 3 (three) virtual meetings with the City (streets, wastewater, and traffic) to coordinate the overall project design as it progresses. This task includes a 60% plan review meeting with the City to discuss City comments from their review of the 60% PS&E submittal package.
- 3.2 Quantity Calculations and Cost Estimates:** Consultant shall prepare a bid schedule including anticipated bid items. Consultant shall apply an estimated unit cost of construction to the computed quantities. Consultant will complete a summary of quantities tabulation and develop unit prices for each item based on recent City of Spokane bid history, WSDOT unit bid analysis and engineering judgment. This task includes the preparation of an earthwork analysis to estimate the earthwork quantities that will need to be removed from the project site in support of the proposed improvements.
- 3.3 Specifications:** The WSDOT 2025 Standard Specifications and the City's General Special Provisions (GSP's) and WSDOT Local Program checklist for federally-funded projects shall form the basis of the specifications. The City will provide the Consultant with an editable electronic copy (Microsoft Word version) of their latest GSP's. Consultant will review GSP's

and GSP Instructions provided by the City and will modify and prepare additional special provisions for the items pertaining to the Consultants design plans as required for the project. Consultant will incorporate special provisions, plans and proposal into the Contract Provisions book (bid documents). The consultant will also include federal “Buy America, Build America Act” requirements in the specification documents. The City shall provide frontal documents for the Contract Provisions package.

**3.4 Prepare 90% Construction Plans:** Consultant will progress the project design to the 90% level and will incorporate the City’s 60% review comments. Below is a list of the plan sheets that are anticipated to be included in the 90% plan set:

- Cover Sheet with Vicinity Map (1 Sheet)
- Abbreviations, Legend and Construction Notes (1 Sheet)
- Demolition and TESC Plan Sheets (5 sheets)
- Erosion and Sediment Control Details (1 Sheet)
- Trail Plan and Profile Sheets (5 Sheets)
- Typical Roadway Sections (1 Sheet)
- ADA Ramp Details (2 Sheets)
- Traffic Bulbs and Islands (2 Sheets)
- Driveway Approach Details (1 Sheet)
- Stormwater Plan Sheets (5 Sheets)
- Stormwater Details (1 Sheet)
- Landscaping Plan Sheets (5 Sheet)
- Landscaping Details (1 Sheet)
- Civil Details (1 Sheet)
- Retaining Wall Plans (2 sheets)
- Pedestrian Railing Details (2 sheets)
- Illumination Plans (6 sheets)
- Signal Plans (7 Sheets)
- Striping & Signage Plans (5 Sheets)
- Temporary Traffic Control Plans (5 Sheets)

**3.5 Submit 90% PS&E Package:** Consultant will prepare and submit one PDF copy of the 90% Plans, Specifications, and Engineer’s Estimate to the City and to WSDOT for review and comments. The consultant will incorporate the City prepared plan sheets and GSP’s into the overall bid document package.

**4. 100% DESIGN SUBMITTAL**

**4.1 Coordination Meetings:** Attend approximately 2 (two) meetings with the City (streets, wastewater, and traffic) to coordinate the final overall project design. This task includes a 90% plan review meeting with the City to discuss all of the City and WSDOT comments from their review of the 90% PS&E submittal package.

**4.2 Prepare “Remove Notice Letters”:** Consultant will prepare “Remove Notice Letters” to send to property owners where existing frontage improvements will need to be removed. The Consultant will prepare the letter using the format and documents provided by the City and the City will print the letters on city letterhead, sign the letters and mail them out to the property owners.

- 4.3 Final PS&E Revisions:** Consultant will incorporate final City review comments and update the plans, specifications and cost estimate prepared for the 90% review submittal. The final City prepared plans and specifications will be incorporated into the final bid document package. Consultant will also submit certified structural design calculations for any site-specific retaining walls.
- 4.4 Final (100%) Submittal:** Submit final plans specifications, and cost estimate to the City for signature / final approval and printing. Each of the bid drawings will include a “Bid Drawing Not for Construction” watermark in conformance the City’s current protocols. Consultant will provide one (1) electronic copy of the bid documents in PDF format.

## **5 BIDDING PHASE**

- 5.1 Issue Bid Packages:** Coordinate with the City to provide and issue pdf copies of the final signed “Issued for Bid” documents for prospective Bidders.
- 5.2 Support during Ad, Bid, and Award:** The City will field questions from prospective bidders during the advertisement period, and forward technical questions to the Consultant. Consultant will provide responses to the City and will prepare draft addendum documents for the City’s review and distribution. City will tabulate bids. City will review bids, verify Contractor debarment status and recommend award.
- 5.3 Issue Construction Documents:** Consultant will update the plans and specifications to include any revisions or changes issued via addenda and will submit to the City in pdf format. Each of the plan sheets in this package will include a “Construction Drawing Not As-Built” watermark in conformance with the City’s current protocols. The City will make the necessary hard copies of the “Issued for Construction” documents for the successful Bidder.

## **DESIGN CRITERIA**

To the extent feasible, the design will be developed in accordance with the following:

1. City of Spokane Design Standards, Feb 2007, including Amendment No. 2 dated September 2010 and edits to Chapter 3 dated Nov., 2020.
2. City of Spokane Standard Plans.
3. City of Spokane General Special Provisions (latest version).
4. Spokane Regional Stormwater Manual, April 2008.
5. Manual on Uniform Traffic Control Devices (MUTCD), 11<sup>th</sup> edition.
6. A Policy on Geometric Design of Highways and Streets. (AASHTO “Green Book”)
7. WSDOT Standard Specifications for Road and Bridge Construction. (2025 version)
8. WSDOT Design Manual, Oct. 2023.
9. Public Right of Way Accessibility Guidelines, Aug. 2023.

## **DOCUMENTS TO BE FURNISHED BY THE CONSULTANT**

Consultant shall furnish the following documents, exhibits, or presentations for the work covered by this Agreement. All such material used in the project shall become and remain the property of the City:

1. Geotechnical Engineering Report. (pdf) (Prepared by Budinger and Associates)
2. Public Meeting/Open House Exhibits (pdf and hard copy)
3. 60% Plans and Cost Estimate. (pdf)
4. 90% Plans, Specifications, and Cost Estimate. (pdf)
  - a) Public Interest Finding. (pdf)
5. 100% Plans, Specifications, and Cost Estimate. (pdf)
6. "Remove Notice Letters" (word and pdf)
7. Upon final acceptance of the design:
  - a) Electronic (pdf) copies of the final signed Plans and Specifications.
  - b) One copy of the final construction cost estimate. (pdf)
8. "Issued for Construction" Plans and Specifications. (pdf)
9. AutoCAD files for City provided design tasks.

### **DATA TO BE FURNISHED BY THE CITY**

The City shall make the following data available to the Consultant:

1. Topographic survey results, electronic version with paper copies of field notes, point lists, and line work, and storm drainage structure dips;
2. As-built drawings of existing roadway, water distribution main, sanitary sewer and storm drain lines, tunnel and existing tunnel lighting system, illumination and traffic control signals if available;
3. Copy of the hot mix asphalt pavement section that the City would like to use for this design;
4. Plans, reports, and other pertinent information for proposed developments along the project corridor;
5. City of Spokane General Special Provisions (GSP's) in an editable electronic format (MS Word);
6. Right of Way acquisition information for properties adjacent to the project.
7. Contract Provisions "frontal" documents:

### **EXTRA SERVICES:**

In addition to the foregoing specific services, the following special services may be added upon written agreement of the parties by executing an Amendment to this Agreement:

1. Redesigns ordered by the City after final plans have been accepted.
2. Special Inspections not specifically described above.
3. Biological Assessment.
4. Cultural resources surveys.
5. Structural engineering (including retaining walls) outside of those identified above.
6. Title Company, Utility Company, agency and processing fees.
7. Environmental studies or reports not specifically described above.
8. Construction staking.
9. Construction management and inspection services.

### **ASSUMPTIONS:**

The following assumptions were used when preparing this scope of work:

1. The alignment for the project will generally follow the alignment established in the preliminary design phase.
2. The trail will be truncated to approximately 100 feet North of the planned RRFB crossing at 5<sup>th</sup> Ave.
3. Coordination with WSDOT and BNSF is included in the scope of other services, however legal counsel, and negotiations with railroad and governmental entities is not included in this scope of work.
4. Some preliminary layout for Phase 2 of the project will be required to establish the location and grade of the end of Phase 1 near Government Way and 5<sup>th</sup> Street. This is included in the "Updated Design Layout" task.
5. The existing project website may be used for this project and no separate domain will be required.
6. All public meetings will be held in person, and all design coordination meetings will be virtual.
7. The Thorpe Road trail connection is not inside the WSDOT Limited use area for Hwy 195.
8. Landscape plans will consist of proposed street trees and dryland seeding.
9. Irrigation system is assumed to be 'bidder design' and not included within this scope of work.
10. The City will schedule, advertise and provide a location for a public open house if deemed necessary by the City.



## ***Exhibit B*** ***DBE Participation Plan***

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In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

There is no DBE Goal for Phase 1 of this project.

"See Attached WSDOT Letter"

August 9, 2023

Ms. Marlene Feist  
Director, Public Works and Utilities  
City of Spokane  
808 West Spokane Falls Blvd., 2<sup>nd</sup> Floor  
Spokane, Washington 99201

**City of Spokane  
Fish Lake Trail Phase 1  
TAPUL-1220(044)  
DBE Goal**

Dear Ms. Feist:

The WSDOT Disadvantaged Business Enterprise (DBE) and Training program, approved by FHWA, requires the evaluation of each local agency project to determine the feasibility of including goals (See chapter 26 of the Local Agency Guidelines (LAG) manual).

This office applied the criteria and determined that setting a **Zero** percent DBE goal for consultants on this project is appropriate. The evaluation of the mandatory DBE goal will remain in effect for 180 days from the date of this letter. If the consultant advertisement date exceeds the 180 days or the cost estimate changes more than twenty percent, the reevaluation of the DBE goal is required.

The Consultant shall continue their outreach efforts to provide DBE/SBE firms maximum practicable opportunities to participate in this project. Additionally, payment reporting in the Diversity Management and Compliance System (DMCS) will be a requirement of this consultant agreement.

If you have any questions, you can contact me at 360.705.7383, or by email at [BrittoM@wsdot.wa.gov](mailto:BrittoM@wsdot.wa.gov).

Sincerely,

Michele L. Britton  
Asst. State Local Programs Engineer  
Local Programs

MLB:jd:ml

cc: Mark Allen, Eastern Region Local Programs Engineer

**Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Meet City's current survey datum if needed.

B. Roadway Design Files

Meet current trail and roadway standards

C. Computer Aided Drafting Files

Meet city standards

D. Specify the Agency's Right to Review Product with the Consultant  
As requested by Agency.

E. Specify the Electronic Deliverables to Be Provided to the Agency

"pdf" format

F. Specify What Agency Furnished Services and Information Is to Be Provided

Any roadway, trail and signal drawings which are available. These drawings will be in a pdf format.

II. Any Other Electronic Files to Be Provided

As needed.

III. Methods to Electronically Exchange Data

Email or ftp site.

A. Agency Software Suite

Industry standard.

B. Electronic Messaging System

Industry standard.

C. File Transfers Format

Civil 3D/AutoCAD/PDF as appropriate.

**Exhibit D**  
**Prime Consultant Cost Computations**

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"See Attached"

**CONSULTANT LABOR COSTS**

TASK NO.	PROFESSIONAL CLASSIFICATION	RATE BASED ON MULTIPLIER	Parametrix, Inc.																			Totals																																																																																																																																																																																																																																								
			KJ	PM	YH	DPM	TJ	AG	PE2	SM	SUR3	DAN	SUR3	MCW	SUR3	GTS	PLA	LA	PS	SE	AM	SE	SE	TS	SD	TS	SE	AM	SE	NC	EE	EE	EE	EE	E4	DD	DD	CS	DF	DF	LABOR HOURS	EXPENSES	INDIVIDUAL PHASE COST																																																																																																																																																																																																																			
1.0	<b>PERMITTING PUBLIC INVOLVEMENT AND COORDINATION</b>																			2	2.87	\$224,53	\$230,29	\$135,22	\$105,11	\$196,19	\$105,17	\$106,26	\$98,69	\$242,44	\$106,82	\$185,03	\$260,41	\$1,800.00	\$3,224	\$500.00	\$1,200.00	\$1,189	\$1,422	\$6,606	\$3,500.00	\$70,056	\$3,264	\$13,023	\$16,183	\$1,082	\$1,422	\$6,606	\$3,500.00	\$70,056	26	38	\$1,800.00	\$3,224	\$500.00	\$1,200.00	\$1,189	\$1,422	\$6,606	\$3,500.00	\$70,056																																																																																																																																																																																																	
	2.0	<b>60% DESIGN SUBMITTAL</b>																																																												20	20	\$2,533	144	\$17,578	88	\$10,473	32	\$4,077	150	\$31,239	64	\$7,450	40	\$6,325	35	\$4,902	27	\$4,543	46	\$8,303	68	\$9,326	8	\$1,082	10	\$1,422	44	\$6,606	466	\$3,500.00	\$70,056	20	20	\$2,533	144	\$17,578	88	\$10,473	32	\$4,077	150	\$31,239	64	\$7,450	40	\$6,325	35	\$4,902	27	\$4,543	46	\$8,303	68	\$9,326																																																																																																																																										
		3.0	<b>90% DESIGN SUBMITTAL</b>																																																																																																																		3	3	\$3,725	27	\$4,543	24	\$3,725	62	\$11,108	370	\$58,060	46	\$8,246	2	\$4,543	2	\$4,543	2	\$4,543	2	\$4,543	2	\$4,543	2	\$4,543	2	\$4,543	2	\$4,543	2	\$4,543	2	\$4,543	2	\$4,543	2	\$4,543	2	\$4,543	2	\$4,543	2	\$4,543	2	\$4,543	2	\$4,543																																																																																											
			4.0	<b>100% DESIGN SUBMITTAL</b>																																																																																																																																																																18	18	\$3,029	18	\$3,029	10	\$1,542	130	\$19,766	50	\$7,839	208	\$32,177	40	\$5,836	35	\$7,742	24	\$3,647	40	\$5,836	35	\$7,742	24	\$3,647	40	\$5,836	35	\$7,742	24	\$3,647	40	\$5,836	35	\$7,742	24	\$3,647	40	\$5,836	35	\$7,742	24	\$3,647	40	\$5,836	35	\$7,742	24	\$3,647	40	\$5,836	35	\$7,742	24	\$3,647	40	\$5,836	35	\$7,742	24	\$3,647	40	\$5,836																												
				5.0	<b>BIDDING PHASE</b>																																																																																																																																																																																																																														75	91	370	607	56	72	24	24	19	58	16	68	221	211	36	6	6	\$309,890	2016	\$3,500	\$309,890	2016	\$3,500	\$309,890				
					TOTAL	75	91	370	607	56	72	24	24	19	58	16	68	221	211																																																																																																																																																																																																																																								36	6	6	\$309,890

**Parametrix Design**  
**Budinger and Associates**  
**Total:**  
**\$ 309,890**  
**\$ 43,469**  
**\$ 353,358**





**Appendix AA Consultant Fee Calculation Worksheet**

**AA.1 Consultant Fee Calculation Worksheet**

This technique will ensure consideration of the relative value of the appropriate factor in the establishment of a fee objective in the conduct of negotiating and provide a basis of documentation of the fee objective.

In negotiating a fee as an element of price, a reasonable fee shall be negotiated or determined for each agreement by using the following procedure as a guide:

Weighted Guidelines			
Factor	Rate	Weight	Value
Degree of Risk	25	0.2	5
Relative Difficulty of Work	20	0.2	4
Size of Job	15	0.33	4.95
Period of Performance	15	0.35	5.25
Assistance by the State	15	0.2	3
Sub-consulting	10	0.35	3.5
Total			25.7%

Based on the circumstances of each agreement and/or supplement, each of the above factors shall be weighted from .17 to .35 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column, when totaled, indicates the fair and reasonable fixed fee and/or profit percentage of direct (raw) labor costs for the agreement and/or supplement.

**AA.2 Description of Calculation of Fee Factors**

**Degree of Risk:** Where the design involves no risk, or the degree of risk is very small, the weighting should be .17; as the degree of risk increases, the weighting should be increased up to a maximum of .35. Agreements with options will have, generally, a higher weighted value than agreements without options for which quantities are provided. Other things to consider: nature of the design, responsibility for design, reasonableness of negotiated costs, amount and type of labor included in costs, amount of executive management/principal time required.

**Relative Difficulty of Design:** If the design is most difficult and complex, the weighting should be .35 and should be proportionally reduced to .17 on the simplest of jobs. This factor is tied in, to some extent, with the degree of risk. Some things to consider: the nature of the design; what is the time schedule; etc., and whether it is rehabilitation or new work.

**Size of Job:** All agreement (estimated) total costs less than \$100,000 shall be weighted at .35. The fixed fee percentage should be proportionately weighted for those projects between \$100,000 and \$5,000,000 from .34 to .21. Agreements from \$5,000,000 to \$10,000,000 may be proportionately weighted from .21 to .17, and work more than \$10,000,000 at .17.

**Period of Performance:** Agreements and/or supplements that are 24 months or longer are to be weighted at .35. Agreements and/or supplements of lesser duration are to be proportionately weighted to a minimum of .17 for work less than 2 months.

**Assistance by the State:** To be weighted from .35 in those situations where few items are provided by the state to .17 in those situations where the state provides many items. Things to consider: existing or provided design or plans, mapping, quantities, surveys, geotechnical information, etc.

**Sub-Consulting:** To be weighted in proportion to the amount of sub-consulting. Where 40% (40 percent) or more of the design is to be done by subconsultants, the weighting is to be .35. The weighting is proportionally decreased to .17 where all the design is performed by the consultant's own forces.



**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

May 31, 2023

Parametrix, Inc.  
1019 39th Ave. SE, Suite 100  
Puyallup, WA 98374-2215

Subject: Acceptance FYE 2022 ICR – Cognizant Review

Dear Brent Diemer,

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 171.54% of Combined/Corporate (rate includes 0.28% Facilities Capital Cost of Money) based on the “Cognizant Review” from the WSDOT Audit Office. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

  
\_\_\_\_\_  
Schatzie Harvey (Jun 1, 2023 05:57 PDT)

Jun 1, 2023

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:HK

PARAMETRIX, INC.

**Statement of Direct Labor, Fringe Benefits and General Overhead  
For the Fiscal Year Ended December 30, 2022**

Description	General Ledger Balance for the Fiscal Year Ended December 30, 2022	Unallowable Expenses	Ref.	Proposed Amount	Percent
<b>Direct Labor</b>	<b>\$ 39,365,630</b>	<b>\$ -</b>		<b>\$ 39,365,630</b>	<b>100.00%</b>
<b>Fringe Benefits:</b>					
Vacation, sick leave, holidays	9,170,364			9,170,364	23.30%
Payroll taxes	5,563,770	(37,702)	E	5,526,068	14.04%
Medical insurance	5,497,553			5,497,553	13.97%
ESOP retirement plan	7,500,000			7,500,000	19.05%
<b>Total Fringe Benefits</b>	<b>27,731,687</b>	<b>(37,702)</b>		<b>27,693,985</b>	<b>70.35%</b>
<b>General Overhead:</b>					
Administrative salaries	12,666,460	(141,287)	A	12,525,173	31.82%
Training salaries	1,090,894			1,090,894	2.77%
Bonuses/miscellaneous salaries	7,734,512	(1,721,935)	B	6,012,577	15.27%
Direct selling salaries	1,305,900			1,305,900	3.32%
Bid and proposal salaries	3,713,172			3,713,172	9.43%
Advertising expense	206,563	(206,563)	C		0.00%
Direct selling expenses	102,578	(45,444)	D	57,134	0.15%
Excise taxes	2,055,009			2,055,009	5.22%
Insurance	951,290			951,290	2.42%
Office rent	3,881,768			3,881,768	9.86%
Office expenses and supplies	180,825	(88,569)	F	92,256	0.23%
Staff appreciation/awards	325,829	(312,170)	G	13,659	0.03%
Printing, copier/printer supplies	41,078			41,078	0.10%
Telephone	153,177			153,177	0.39%
Depreciation (including gain/loss on disposal)	1,680,409			1,680,409	4.27%
Amortization	16,667	(16,667)	H		0.00%
Business meals	7,075	(7,075)	I		0.00%
Auto expense	311,555	(17,753)	J	293,802	0.75%
Billed in-house autos	(228,870)			(228,870)	-0.58%
Office travel	603,964	(160,897)	K	443,067	1.13%
Subscriptions, library material	106,071			106,071	0.27%
Dues	174,062	(24,225)	L	149,837	0.38%
Donations	57,011	(57,011)	M		0.00%
Professional licenses	39,233			39,233	0.10%
Postage, couriers, freight	39,297			39,297	0.10%
Training/education	389,260	(12,401)	N	376,859	0.96%
Field equipment/supplies	17,112			17,112	0.04%
Survey equipment/supplies	137,464			137,464	0.35%
Health and safety equipment/supplies	24,646			24,646	0.06%
Billed in-house equipment	(404,069)			(404,069)	-1.03%
Office furniture	8,608			8,608	0.02%
Office equipment	192,295	(41)	O	192,254	0.49%
Computer supplies, circuits	589,758			589,758	1.50%
Software/maintenance	2,832,226			2,832,226	7.19%
Recruiting costs	68,955			68,955	0.18%
Payroll, legal and audit	279,492	(51,113)	P	228,379	0.58%
Temporary Labor	55,541			55,541	0.14%
Consulting services	1,103,882	(114,000)	Q	989,882	2.51%
Bad debts	118,300	(118,300)	R		0.00%
Office moving/remodeling	18,779			18,779	0.05%
Personal property taxes	42,800			42,800	0.11%
Utilities/building maintenance	109,426			109,426	0.28%
Finance, bank charges	31,828	(11,308)	S	20,520	0.05%
<b>Total General Overhead</b>	<b>42,831,832</b>	<b>(3,106,759)</b>		<b>39,725,073</b>	<b>100.91%</b>
<b>Total Indirect Costs</b>	<b>\$ 70,563,519</b>	<b>\$ (3,144,461)</b>		<b>\$ 67,419,058</b>	<b>171.26%</b>
<b>Percentage of Direct Labor (Less FCC)</b>	<b>179.25%</b>			<b>171.26%</b>	
Facilities cost of capital (FCC)		110,070	T	110,070	0.28%
				<b>\$ 67,529,128</b>	
<b>Percentage of Direct Labor (Includes FCC)</b>				<b>171.54%</b>	

See accompanying notes.

**Exhibit E**  
**Sub-consultant Cost Computations**

---

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

"See Attached"



Proudly serving the Inland Northwest for over 40 years

Geotechnical Engineering  
Environmental Engineering  
Construction Materials Testing  
Subsurface Exploration  
Special Inspection

Tom Jordan, PE  
Parametrix  
835 N Post Street, #201  
Spokane, WA 99201

January 23, 2024  
*revised from 12/14/2023*

Project S-231158

**Project:** Fish Lake Trail Connection to Centennial Trail - Phase I, Spokane, WA  
**Subject:** Proposed Geotechnical Exploration & Analysis (Revision 2)

Mr. Jordan,

Thank you for the opportunity to propose geotechnical services for the Fish Lake Trail Connection to Centennial Trail - Phase I. This proposal presents a scope of services and cost estimate for geotechnical exploration and analysis for the proposed trail alignment.

**Project:**

Phase I of the Fish Lake Trail Connection will extend the existing trailhead along Lindeke-Government Way approximately 0.4 miles north to 5<sup>th</sup> Avenue. The project will also involve building a connection from Thorpe Road north up the existing trail embankment with a total length of approximately 950 feet. We anticipate project will require cuts/fill and retaining walls to meet required lines and grades. Retaining wall locations and dimensions have not been determined at this time.

**Scope:**

Research available geologic, topographic, and soil mapping for the site. Perform field reconnaissance to identify existing surface conditions including topographic features, vegetation, rock outcrops, and indications of erosion.

Advance five test borings using a track mounted drill to a maximum depth of 25 feet or 5 feet into rock, whichever is less. Advance one test boring to a maximum depth of 60 feet from the existing trail embankment near the future Thorpe Road connection. Approximate test boring locations are shown on the *Exploration Plan*. Split-spoon samples and penetration resistance testing will be conducted in soil at 2.5-to-5-foot intervals. If rock is encountered, diamond coring techniques will be used to collect core samples.

Characterize the subsurface conditions encountered in the borings including:

- Layering (stratification)
- Soil texture and classification
- Soil consistency/relative density
- Soil moisture and depth to ground water

Conduct laboratory testing of recovered samples including moisture content, gradation, and plasticity to classify subsurface materials.

1101 North Fancher Rd.  
Spokane Valley, WA 99212  
Tel: 509.535.8841  
Fax: 509.535.9589

Prepare geotechnical engineering report summarizing results, conclusions, and recommendations for the project including:

- Surface preparation and fill placement
- Feasibility of reusing on-site soils as fill
- Temporary and permanent slope recommendations
- Lateral earth pressures (equivalent fluid pressures) and lateral resistance (friction coefficients)
- Retaining wall recommendations
- Seismic considerations including site class and spectral acceleration parameters
- Drainage and stormwater infiltration considerations
- Pavement design recommendations

**Assumptions:**

We assume legal and physical access to site will be provided. We will mark desired boring locations and submit a "call before you dig" request. We will not explore in the vicinity of marked utilities; however, we will not be responsible for improperly located or un-located services. We assume the borings will be accessed by tracking equipment along the existing trail. We assume drill cuttings will be dispersed on site.

Appended to this proposal is a document titled *Important Information about This Geotechnical Proposal* that we recommend you review carefully.

**Schedule:**

We anticipate beginning the field within three weeks of receiving notice to proceed. Estimated draft report completion date is four weeks following the field work. The final geotechnical conditions report will follow the receipt of the draft report comments by no more than one week.

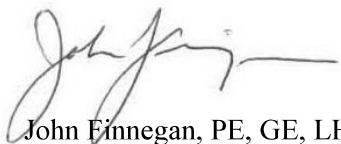
**Fees:**

Fees will be incurred on a unit price basis in accordance with the attached cost estimate as well as our schedule of fees. The estimate will not be exceeded without your approval and specific request for additional services.

We appreciate the opportunity to provide this proposal and look forward to assisting you in completing a successful project.

Prepared by:

Budinger & Associates, Inc.



John Finnegan, PE, GE, LHG  
Senior Geotechnical Engineer and Principal

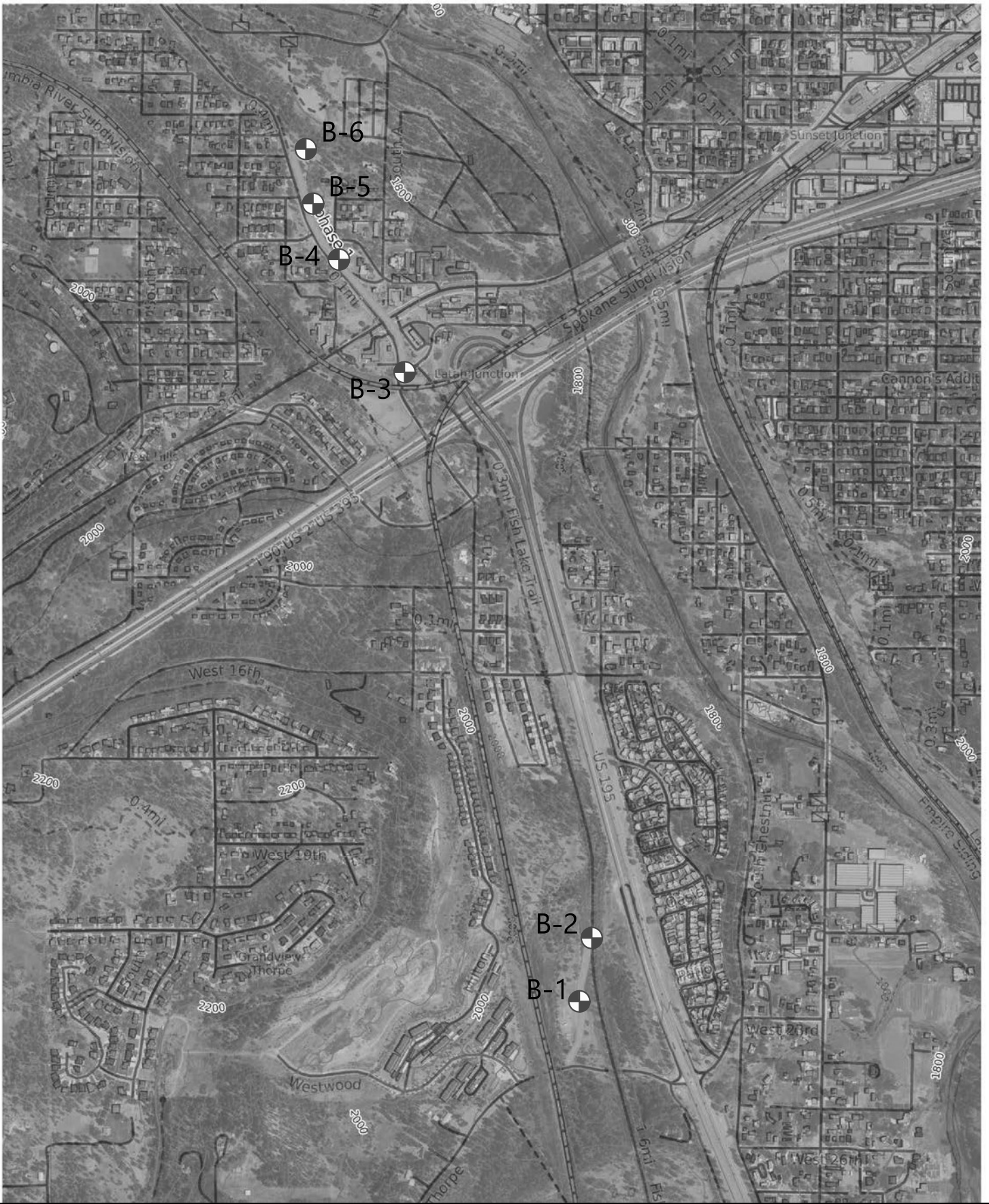
Collin McCormick, PE  
Geotechnical Engineer IV

## S-231158 Fish Lake Trail Connection to Centennial Trail - Phase I

### Attachments

- *Exploration Plan*
- *S-231158 Cost Estimate*
- *Important Information about This Geotechnical Proposal*





SCALE: 1"=1000'  
 0 500 1000



Budinger  
& Associates

EXPLORATION PLAN

FISH LAKE TRAIL CONNECTION - PH1  
 SPOKANE, WASHINGTON

FIGURE 1

PROJECT NUMBER S231158

DATE: 1/2024

Budinger & Associates, Inc.  
1101 N. Fancher Road  
Spokane, WA 99212  
509-535-8841

Fish Lake Trail

	hours	direct labor	cost
Principal Engineer	8	\$90.00	\$720.00
Engineer IV	32	\$67.00	\$2,144.00
Exploration Professional IV	25	\$36.00	\$900.00
Exploration Technician III	25	\$35.00	\$875.00
Exploration Technician III	25	\$35.00	\$875.00
Geologist III - field	22	\$40.00	\$880.00
Geologist III - office	50	\$40.00	\$2,000.00
Administrator IV	4	\$35.00	\$140.00

Subtotal 115 **\$8,534.00**

Overhead 1.5807 **\$13,489.69**  
Fixed Fee 0.3 **\$2,560.20**

Reimbursables

A - Sampling and testing expenses \$15,099.84  
B - Laboratory testing expenses \$3,785.00  
C - Outside consultant expenses \$0.00  
**\$18,884.84**  
Subtotal **\$43,468.73**

## Summary of reimbursables

### A - Sampling and testing expenses

*	Mobilization, demobilization	1	lump sum	\$2,000.00	\$2,000.00
*	Geoprobe 7822	26	hours	\$276.34	\$7,184.84
*	Air rotary tooling	20	hours	\$125.00	\$2,500.00
*	HQ3 core tooling	6	hours	\$125.00	\$750.00
*	On-highway light duty support truck	26	hours	\$27.00	\$702.00
*	Terex track loader	26	hours	\$50.00	\$1,300.00
*	Bentonite chips 3/8"	42	each	\$11.50	\$483.00
*	Asphalt patch	2	each	\$15.00	\$30.00
*	Right-of-Way Permit	1	each	\$150.00	\$150.00
	<b>Sampling and testing expenses total</b>				<b>\$15,099.84</b>

### B - Laboratory testing

*	Sieve analysis	12	each	\$130.00	\$1,560.00
*	Moisture content	24	each	\$25.00	\$600.00
*	Atterberg Limits	5	each	\$150.00	\$750.00
*	Rock core strength	5	each	\$175.00	\$875.00
	<b>Laboratory testing total</b>				<b>\$3,785.00</b>

### C - Outside Consultant Expenses

	<b>Outside Consultant total</b>				<b>\$0.00</b>
--	---------------------------------	--	--	--	---------------

**Reimbursables Total** **\$18,884.84**

# Important Information about This Geotechnical Engineering Proposal

*Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.*

*While you cannot eliminate all such risks, you can manage them. The following information is provided to help.*

## **Participate in Development of the Subsurface Exploration Plan**

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

## **Expect the Unexpected**

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

## **Have Realistic Expectations; Apply Appropriate Preventives**

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

### **Realize That Geoenvironmental Issues Have Not Been Covered**

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not a mold prevention consultant; none of the services being offered have been designed or proposed for the purpose of mold prevention.**

### **Have the Geotechnical Engineer Work with Other Design Professionals and Constructors**

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

### **Read Responsibility Provisions Closely**

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### **Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance**

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910  
Telephone: 301/565-2733 Facsimile: 301/589-2017  
e-mail: info@asfe.org www.asfe.org

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Actuals Not To Exceed Table (ANTE)

Budinger & Associates, Inc.  
 1101 N. Fancher Road  
 Spokane, WA 99212  
 Office Rate: 07/01/2023 to 06/30/2024

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		158.07%	30.00%	
Engineer Principal	\$90.00	\$142.26	\$27.00	\$259.26
Engineer IV	\$67.00	\$105.91	\$20.10	\$193.01
Geologist III	\$40.00	\$63.23	\$12.00	\$115.23
Exploration Professional IV	\$36.00	\$56.91	\$10.80	\$103.71
Exploration Technician III	\$35.00	\$55.32	\$10.50	\$100.82
Administrator IV	\$35.00	\$55.32	\$10.50	\$100.82



**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

August 31, 2023

Budinger & Associates, Inc.  
1101 N Fancher Road  
Spokane, WA 99212

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Marcy Burchett:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) based on the “Independent CPA Report,” prepared by Shannon & Associates, LLP as follows:

- Engineering Services rate: 158.07% of direct labor  
(rate includes 1.73% Facilities Capital Cost of Money)
- Laboratory Testing rate: 127.45% of direct labor  
(rate includes 1.47% Facilities Capital Cost of Money).

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards,

*Schatzie Harvey*

Schatzie Harvey (Sep 1, 2023 13:06 PDT)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:leg

# Exhibit F - Title VI Assurances Appendix A & E

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Federal Highway Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Washington State Department of Transportation specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Federal Highway Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Federal Highway Administration*), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Federal Highway Administration*) may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Federal Highway Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



# ***Exhibit F - Title VI Assurances Appendix A & E***

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## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Exhibit G**  
**Certification Document**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Public Works Director
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
Parametrix, Inc.

---

whose address is

835 North Post St. - Suite 201, Spokane, WA 99201

---

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Spokane

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

**Parametrix, Inc.**

---

Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of Public Works Director**

I hereby certify that I am the:

Public Works Director

Other

of the City of Spokane, and Parametrix, Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Parametrix, Inc.

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Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

**Parametrix, Inc.**

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

## Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Fish Lake Trail Phase 1 \* are accurate, complete, and current as of March 18, 2024 \*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Parametrix, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_ \*\*.\*

\_\_\_\_\_  
\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

# **Exhibit H**

## **Liability Insurance Increase**

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### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ N/A .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ N/A .

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit

N/A

---



# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

---

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## **Step 5 Forward Documents to Local Programs**

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

# *Exhibit J*

## **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	4-15-24
<b>Submitting Department</b>	Engineering Services
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Chestnut St. Bridge Design
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>The City has received a grant for the design of a project to mitigate scour at the piers of the Chestnut St. bridge. See attached two exhibits.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>Because city staff lacks expertise in this kind of engineering, Engineering Services put out an RFQ to retain a consultant to do this design per RCW 39. David Evans &amp; Associates (DEA) was the selected consultant.</p> <p>Most of this project will be below the ordinary high water mark so will involve extensive environmental review and planning.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$400,000</u></p> <p>    Current year cost: \$200,000</p> <p>    Subsequent year(s) cost: \$200,000</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.</li> <li>• How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A</li> </ul>	

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

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

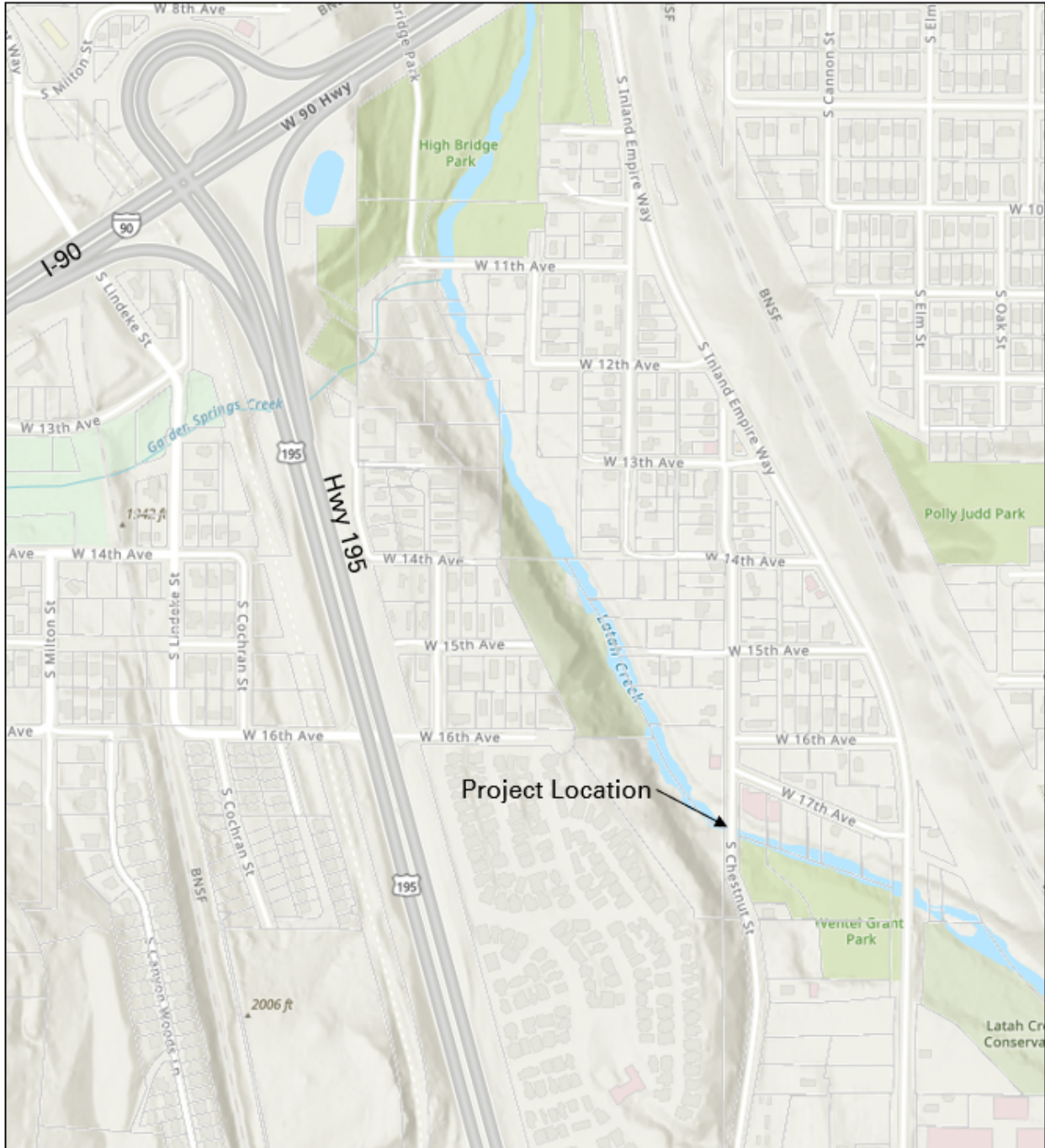
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

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

### **Council Subcommittee Review**

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

# Project Location



# Existing Conditions







**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/15/2024

**Committee Agenda type:** Consent

**Date Rec'd** 4/3/2024

**Clerk's File #** OPR 2020-0731

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 04/29/2024

<b>Submitting Dept</b>	STREETS	<b>Project #</b>	
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<b>Contact Name/Phone</b>	CLINT HARRIS 625-7744	<b>Bid #</b>	RFP 5318-20
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<b>Contact E-Mail</b>	CEHARRIS@SPOKANECITY.ORG	<b>Requisition #</b>	CR26214
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	BWILKERSON	KKLITZKE	JBINGLE
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<b>Agenda Item Name</b>	1100 - AUTOMATED PAVEMENT ASSESSMENT AND SIDEWALK INFILL		
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**Agenda Wording**

The Street Department is requesting approval for a renewal of a contract with Transmap to collect automated pavement assessment data.

**Summary (Background)**

The pavement assessment data collection service is at a cost of \$144,295.70. The original contract was awarded via Request for Quotes in 2020 and this is the final renewal option. This work provides consistent and accurate data regarding road surface quality.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost	\$ 144,295.70
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Current Year Cost	\$ 144,295.70
-------------------	---------------

Subsequent Year(s) Cost	\$ N/A
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**Narrative**

Following the collection of this data, the Street Department incorporates the road condition data into road maintenance plans for coming years.

**Amount**

**Budget Account**

Expense	\$ 144,295.70	# 110-21700-42300-54101-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	HARRIS, CLINT E.
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

<b><u>PURCHASING</u></b>	PRINCE, THEA

**Distribution List**

Craig Schorling, cschorling@transmap.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	ccafaro@spokanecity.org
jklapp@spokanecity.org	rrinderle@spokanecity.org
tprince@spokanecity.org	tbrazington@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	04/15/2024
<b>Submitting Department</b>	Streets
<b>Contact Name</b>	Clint Harris
<b>Contact Email &amp; Phone</b>	<a href="mailto:ceharris@spokanecity.org">ceharris@spokanecity.org</a> , 509-625-7744
<b>Council Sponsor(s)</b>	<u>Wilkerson, Bingle, Klitzke</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	1100 – Transmap Pavement Assessment
<b>Proposed Council Action</b>	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Street Department is requesting approval for a renewal of a contract with Transmap to collect automated pavement assessment and sidewalk infill data.</p> <p>This renewal is at a cost of \$144,295.70</p> <p>Transmap’s original contract award via RFQ occurred in 2020 and this extension will provide further continuity of data regarding road surface quality.</p>
<p><b>Fiscal Impact</b>    \$144,295.70</p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$144,295.70</u></p> <p>    Current year cost: \$144,295.70</p> <p>    Subsequent year(s) cost: N/A</p> <p><b>Narrative:</b> <u>Following the collection of this data, the Street Department incorporates the road condition data into road maintenance plans for coming years.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Funding is from Street Dept. Budget</p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) N/A</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why) The data collected from this work informs the operational priorities for Street Maintenance Operations.</p>	
<p>What impacts would the proposal have on historically excluded communities?N/A</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A</p>	

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

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



**City of Spokane**  
**CONTRACT RENEWAL**  
**Title: AUTOMATED PAVEMENT CONDITION SURVEY – ARTERIAL DATE COLLECTION**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **TRANSMAP CORPORATION**, whose address is 5030 Transamerica Drive, Columbus, Ohio 43228 as (“Firm”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein the Firm agreed to perform Automated Pavement Condition Survey: Arterial Data Collection for the City; and*

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

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated October 19, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Renewal shall become effective on March 1, 2024 and shall end February 28, 2025

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED FORTY-FOUR THOUSAND TWO HUNDRED NINETY-FIVE AND 70/100 (\$144,295.70)**, excluding applicable tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**TRANSMAP CORPORATION**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Attachment A - Certificate of Debarment

24-044

**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)


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

06/26/2023

<b>Submitting Dept</b> STREETS <b>Contact Name/Phone</b> CLINT HARRIS 625-7744 <b>Contact E-Mail</b> CEHARRIS@SPOKANECITY.ORG <b>Agenda Item Type</b> Contract Item <b>Agenda Item Name</b> 1100 - AUTOMATED PAVEMENT ASSESSMENT AND SIDEWALK INFILL		<b>Date Rec'd</b>	5/31/2023
		<b>Clerk's File #</b>	OPR 2020-0731
		<b>Renews #</b>	
		<b>Cross Ref #</b>	
		<b>Project #</b>	
		<b>Bid #</b>	RFQ 5318-20
		<b>Requisition #</b>	CR 25017

**Agenda Wording**

The Street Department is requesting approval for an amendment and renewal of a contract with Transmap to collect automated pavement assessment and sidewalk infill data.

**Summary (Background)**

The pavement assessment data is at a cost of \$60,240.93 and the sidewalk data collection is at a cost of \$37,273.00. Transmap's original contract award via RFQ occurred in 2020 and this extension will provide further continuity of data regarding road surface quality and sidewalk infill.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 97,513.93

Select \$

Select \$

Select \$

**Budget Account**

# 1100-21700-42300-53201-99999

#

#

#

**Approvals**

**Dept Head** HARRIS, CLINT E.

**Division Director** FEIST, MARLENE

**Finance** ORLOB, KIMBERLY

**Legal** HARRINGTON,  
MARGARET

**For the Mayor** PERKINS, JOHNNIE

**Additional Approvals**

**Purchasing** PRINCE, THEA

Approved by Spokane City Council  
on: 6/26/2023

**Council Notifications**

**Study Session\Other** PIES 5/22/23

**Council Sponsor** Kinnear & Bingle

**Distribution List**

ceharris@spokanecity.org

ccafaro@spokanecity.org

jwthomas@spokanecity.org

jklapp@spokanecity.org

tprince@spokanecity.org

tbrazington@spokanecity.org

City Clerk



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Streets
<b>Contact Name</b>	Clint Harris
<b>Contact Email &amp; Phone</b>	<a href="mailto:ceharris@spokanecity.org">ceharris@spokanecity.org</a> 509-625-7744
<b>Council Sponsor(s)</b>	Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	1100 – Automated Pavement and Sidewalk Infill Assessment
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Street Department is requesting approval for an amendment and renewal of a contract with Transmap to collect automated pavement assessment and sidewalk infill data.</p> <p>The pavement assessment data is at a cost of \$60,240.93 and the sidewalk data collection is at a cost of \$37,273.00.</p> <p>Transmap’s original contract award via RFQ occurred in 2020 and this extension will provide further continuity of data regarding road surface quality and sidewalk infill.</p>
<b>Proposed Council Action</b>	Council Approval of Amendment/Renewal at PIES meeting on 5/22
<b>Fiscal Impact</b> Total Cost: <u>97,513.93</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Street Dept. Budget  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	



**City of Spokane**  
**CONTRACT AMENDMENT/RENEWAL**  
**Title: AUTOMATED PAVEMENT CONDITION SURVEY – ARTERIAL DATA COLLECTION**

This Contract Amendment/Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **TRANSMAP CORPORATION**, whose address is 5030 Transamerica Drive, Columbus, Ohio 43228 as (“Firm”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein the Firm agreed to perform Automated Pavement Condition Survey: Arterial Data Collection for the City; and*

*WHEREAS, additional services have been requested and funds are needed, thus, the original Contract needs to be formally amended by this written document; and*

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

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated October 19, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment/Renewal shall become effective on March 1, 2023 and shall end February 29, 2024.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **NINETY SEVEN THOUSAND FIVE HUNDRED THIRTEEN AND 93/100 (\$97,513.93)**, excluding applicable tax, for everything furnished and done under this Contract Amendment/Renewal. This is the maximum amount to be paid under this Amendment/Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**TRANSMAP CORPORATION**

**CITY OF SPOKANE**

By Howard Luxhoj 7/5/2023  
Signature Date

By Nadine Woodward 7/6/2023  
Signature Date

Howard Luxhoj  
Type or Print Name

Nadine woodward  
Type or Print Name

President / CEO  
Title

Mayor  
Title

Attest:

Approved as to form:

[Signature]  
City Clerk

Michael J. Piccolo  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Attachment A - Certificate of Debarment

23-086a



**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.

<p>_____ Name of Subrecipient / Contractor / Consultant (Type or Print)</p>	<p>_____ Program Title (Type or Print)</p>
<p>Howard Luxhoj _____ Name of Certifying Official (Type or Print)</p> <p>President / CEO _____ Title of Certifying Official (Type or Print)</p>	<p><i>Howard Luxhoj</i> _____ Signature</p> <p>7/5/2023 _____ Date (Type or Print)</p>



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/15/2024

**Committee Agenda type:** Information Only

**Date Rec'd** 3/25/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:**

**Submitting Dept** CITY COUNCIL

**Project #**

**Contact Name/Phone** ABIGAIL 6426

**Bid #**

**Contact E-Mail** AMMARTIN@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type**

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

**Agenda Item Name** 0320 - CTAB ANNUAL REPORT 2023

**Agenda Wording**

Citizens Transportation Advisory Board Annual Report 2023

**Summary (Background)**

Every year the Citizens Transportation Advisory Board, in consultation with the Streets department and City staff, put together a list of recommended residential street and sidewalk repair. An annual report is put together to reflect that work and stewardship of the funds collected from residents' car tab fees.

Lease? NO Grant related? NO Public Works?

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

**Amount**

**Budget Account**

Neutral \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Office of the City Council
<b>Contact Name</b>	Abigail Martin
<b>Contact Email &amp; Phone</b>	<a href="mailto:ammartin@spokanecity.org">ammartin@spokanecity.org</a> 509.625.6426
<b>Council Sponsor(s)</b>	Council President Wilkerson
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion     Time Requested:     5 minutes
<b>Agenda Item Name</b>	Citizens Transportation Advisory Board Annual Report 2023
<b>Summary (Background)</b>	<p>Every year the Citizens Transportation Advisory Board, in consultation with the Streets department and City staff, put together a list of recommended residential street and sidewalk repair. An annual report is put together to reflect that work and stewardship of the funds collected from residents' car tab fees.</p> <p>*use the Fiscal Impact box below for relevant financial information</p>
<b>Proposed Council Action</b>	
<b>Fiscal Impact</b> Total Cost: <u>NA</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: NA  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
Residential street repair is considered across the City districts and uses a Pavement Condition Index (PCI) to determine where the greatest need for repair lies.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Projects for repair are considered year by year, and with feedback from the Board, projects can be moved up or down in the queue. The Board considers street and sidewalk conditions for all users.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Pavement condition information is taken every two years and a toolbox of solutions is considered-sometimes street repair can preserve a street's condition, or sometimes the decline of condition has deteriorated so much that a street rebuild is needed in lieu of repair.	

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

The work of this Board supports the Streets program and policies around Six Year Planning. The work of this Board invests in the preservation of our infrastructure and its enhancement.



# Citizens Transportation Advisory Board



2023 Annual Report

# TRANSPORTATION BENEFIT DISTRICT ANNUAL REPORT

March 6, 2024

**Presented by: Citizens Transportation Advisory Board (CTAB)**

## **TBD PROGRAM BACKGROUND**

In February of 2011 the Transportation Benefits District (TBD) Board adopted Resolution 2010-0002 which established the Citizens Transportation Advisory Board (CTAB). The CTAB is responsible for the review of transportation projects for their consistency with parameters established in Chapter 8.16 SMC and Ordinance No.C-34648 regarding how the TBD monies are to be used. By statute, the monies need to be used specifically for projects that serve to

*Reduce risk of transportation facility failure and improve safety, decrease travel time, increase daily and peak period trip capacity, improve modal connectivity, and preserve and maintain optimal performance of the infrastructure over time to avoid expensive infrastructure replacement in the future.*

-Chapter 8.16.060(B)

Projects need to be identified in the 6-Year Pavement Maintenance Program element of the City's 6-Year Comprehensive Street Program. CTAB has primarily chosen to implement project work for residential streets. Pursuant to Ordinance No. C-34690, ten percent (10-15%) of the funds generated by the TBD will be directed to implement the pedestrian program of the 6-Year Comprehensive Street Program.

The 6-Year Pavement Maintenance Program establishes the work components of the program including: pothole repair, sub-grade repair, crack sealing, skin patching, thick overlay, grind/overlay, and utility cut patching, in addition to other maintenance programs such as leaf pick-up, snow removal, street sweeping, street grading, restriping, weed control and pavement maintenance and repair for the City's 760 lane miles of arterial streets and 1,460 lane miles of residential streets.

Resolution 2010-0002 instructs the CTAB to annually submit to the TBD Governing Board a report on progress made in carrying out the Citizens Transportation Advisory Board's responsibilities. This report presents the 2018 CTAB Annual Report to the TBD Governing Board.

**CITIZENS TRANSPORTATION ADVISORY BOARD MEMBERS:**

<b>CTAB Member</b>	<b>Position</b>	<b>Term</b>
Lindsey Shaw	District 1	Expires 8/1/2025
Vacant	District 1	Expires
Barbara Coe*	District 2	Expires 8/1/2025
Vacant	District 2	Expires
Brian Thomas*	District 3	Expires 4/25/2025
Vacant	District 3	Expires
Vacant	Member at Large	Expires
Grant Shipley	Bicycle Advisory Board (BAB)	Expires 11/11/2024
Cliff Winger	Plan Commission Transportation Subcommittee (PCTS)	Expires 11/11/2024
Randy McGlenn – Chair	Pedestrian Transportation and Traffic (PeTT)	Expires 3/12/2024
Hayley Harrison*	Human Rights Commission (HRC)	Expires 11/11/2024

\*Members with an asterisk by their name resigned from the Board or were vacated from the Board after a change in Policies and Procedures in 2023 regarding keeping in good standing through attendance and communication.

***Term Limits***

On October 7<sup>th</sup>, 2013 the TBD Governing Board modified Resolution 2010-0002 to stagger term limits for the CTAB to prevent all appointments from expiring on the same date and year (the updated terms are reflected above). Board appointments have changed to the following:

- District 1                    3 year term with the opportunity to be reappointed for 1 additional term of three years
- District 2
- District 3
- Member at Large
- BAB
- PCTS
- PeTT

**TRANSPORTATION BENEFIT DISTRICT (TBD) GOVERNING BOARD\*:**

<b>Member</b>	<b>Position</b>
Breean Beggs	Chairman
Michael Cathcart	Member, Dist. 1
Jonathan Bingle	Member, Dist. 1
Lori Kinnear	Member, Dist. 2
Betsy Wilkerson	Member, Dist. 2
Karen Stratton	Member, Dist. 3
Zack Zappone	Member, Dist. 3

\*Council President Beggs left the City Council in July of 2023; Council President Pro Tem Lori Kinnear became the City Council President; Council Member Ryan Oelrich was appointed to fill Council Member Kinnear's vacant seat in District 2; then Council Member Wilkerson won the Council Presidency and became Council President after the November elections were certified; then Council Member Paul Dillon assumed the Council District 2 position vacated by Lori Kinnear. All other Council changes were made in the start of 2024.

### **TBD OUTREACH**

An ongoing citizen outreach plan is in place designed to enhance the visibility of the TBD fund. The goal is to provide a variety of methods to inform the City of Spokane residents about how the Transportation Benefit District fees are being utilized. The plan identified popular forms of communication that would reach a majority of citizens.

### ***Accomplishments***

- The TBD continued a positive working relationship with the Department of Licensing (DOL) and the Department of Revenue (DOR) which has significantly minimized the number of citizens being charged outside of the TBD boundary.
- The TBD had a successful audit by the Washington State Auditor's Office with no findings.
- The CTAB and TBD Governing Board fully supported the TIP (Targeted Investment Project.)

### ***Outreach in 2023***

CTAB worked on sign design and creation in an effort to demonstrate where car tab fees have been used to support residential street repair. The hope is that the signs can share more broadly the purpose behind the payment and the common good it creates.

**BUDGET (AS OF DECEMBER 31, 2023)**

The TBD program budget consists of the vehicle tab revenue stream and interest gained on the interim banking of such funds. Revenues and costs reported within this report reflect account balances as of December 2023.

**Total Revenue**

Funds collected 2011	\$522,382.20	
Funds collected 2012	\$2,520,311.82	
Funds collected 2013	\$2,547,688.44	
Funds collected 2014	\$2,786,148.50	\$2,138,222.22
Funds collected 2015	\$2,741,101.64	\$174,033.76
Funds collected 2016	\$2,889,405.93	\$165,949.27
Funds collected 2017	\$2,957,528.89	\$1,071,035.25
Funds collected 2018	\$3,065,198.38	\$17,363.78
Funds collected 2019	\$3,067,544.60	(\$833,527.13)
Funds collected 2020	\$3,350,186.86	\$2,240,884.83
Funds collected 2021	\$3,429,482.95	\$225,352.11
Funds collected 2022	\$3,372,672.17	(\$185,027.70)
Funds collected 2023	\$3,381,612.28	(\$1,752,380.21)
<b>Total Revenue To Date:</b>	<b>\$36,631,264.66</b>	<b>\$3,261,906.18</b>

**PROGRAM EXPENDITURES TO DATE**

	<u>2011-2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Admin	<u>\$18,090.24</u>	<u>\$12,975.86</u>	<u>\$16,595.30</u>	<u>\$21,042.61</u>	<u>\$19,855.52</u>	<u>\$16,377.46</u>
Grind & Overlay	<u>\$2,217,286.00</u>	<u>\$1,100,166.90</u>	<u>\$1,427,323.61</u>	<u>\$971,615.27</u>	<u>\$995,665.91</u>	<u>\$1,553,434.65</u>
Chip Seal	<u>\$2,015,184.92</u>	<u>\$535,184.97</u>	<u>\$758,693.92</u>	<u>\$708,628.61</u>	<u>\$1,432,386.41</u>	<u>\$1,165,309.07</u>
Crack Seal	<u>\$901,295.73</u>	<u>\$532,113.06</u>	<u>\$464,996.07</u>	<u>\$97,469.18</u>	<u>\$27,079.54</u>	<u>\$279,524.31</u>
Mirco Overlay/Slurry Seal	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Sidewalk	<u>\$739,776.49</u>	<u>\$334,861.20</u>	<u>\$55,847.76</u>	<u>\$38,754.68</u>	<u>\$294,939.96</u>	<u>\$394,415.48</u>
Other*	<u>\$346,675.36</u>	<u>\$51,765.89</u>	<u>\$0.00</u>	<u>\$48,983.29</u>	<u>\$277,907.26</u>	<u>\$492,010.76</u>
Total:	<u>\$6,238,308.74</u>	<u>\$2,567,067.88</u>	<u>\$2,723,456.66</u>	<u>\$1,886,493.64</u>	<u>\$3,047,834.60</u>	<u>\$3,901,071.73</u>

<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>Total</u>	<u>%</u>
\$9,127.06	\$9,764.61	\$8,226.73	\$25,132.15	\$157,187.54	0.47%
\$183,315.82	\$1,517,719.15	\$2,386,040.72	\$4,031,033.62	\$16,383,601.65	49.10%
\$40,295.01	\$1,612,018.35	\$894,401.04	\$472,764.56	\$9,634,866.86	28.87%
\$145,980.36	\$21,638.74	\$0.00	\$0.00	\$2,470,096.99	7.40%
\$0.00	\$0.00	\$180,726.58	\$9,511.92	\$190,238.50	0.57%
\$317,620.88	\$42,989.99	\$88,304.80	\$595,550.24	\$2,903,061.48	8.70%
\$412,962.90	\$0.00	\$0.00	\$0.00	\$1,630,305.46	4.89%
<b><u>\$1,109,302.03</u></b>	<b><u>\$3,204,130.84</u></b>	<b><u>\$3,557,699.87</u></b>	<b><u>\$5,133,992.49</u></b>	<b><u>\$33,369,358.48</u></b>	<b>100.00%</b>

**PROGRAM OBLIGATIONS**

	<u>Active Project Allocations (original project budget per RES)</u>	<u>Expenditures to Date</u>	<u>Estimated Remaining Obligation</u>	<u>Design Phase (project not bid nor awarded)</u>
<b>2023 Chip Seal</b>	\$1,592,050	\$497,483	\$1,324,593	
<b>2024 Chip Seal</b>	\$1,709,464	\$9,580	\$0	\$1,699,884
<b>2021 Grind &amp; Overlay</b>	\$3,125,458	\$4,489,725	\$0	
<b>2022 Grind &amp; Overlay</b>	\$2,669,232	\$1,898,372	\$0	
<b>2023 Grind &amp; Overlay</b>	\$1,201,633	\$1,349,328	\$0	
<b>2024 Grind &amp; Overlay</b>	\$1,813,623	\$27,661	\$0	\$1,785,962
<b>SPS Lamonte Grind &amp; Overlay</b>	\$0	\$100,000	\$0	
<b>N River Dr Sidewalks</b>	\$365,000	\$359,817	\$0	
<b>Driscoll/Alberta/Cochran Sidewalk</b>	\$640,000	\$430,338	\$309,662	
<b>Haven Sidewalk</b>	\$0	\$0	\$100,000	
<b>North Hillyard Sidewalks</b>	\$0	\$0	\$0	\$850,000
<b>2021-2022 Mirco Overlay Pilot Program</b>	\$200,000	\$190,239	\$0	
<b><u>Total:</u></b>	<b><u>\$13,316,460</u></b>	<b><u>\$9,352,543</u></b>	<b><u>\$1,734,255</u></b>	<b><u>\$4,335,846</u></b>

\*May have additional Construction Management costs

<u>Funds Collected</u>	<u>Funds Spent</u>	<u>Obligations</u>	<u>Funds rolled to 2024</u>
\$36,631,265	\$33,369,358	\$1,734,255	\$1,527,651

<u>Funds rolled to 2024</u>	<u>Estimated 2024 Rev</u>	<u>2024 Program Recommendations</u>	<u>Funds rolled to 2025</u>
\$1,527,651	\$3,207,051	\$5,023,087	(\$288,385)

<u>Funds rolled to 2025</u>	<u>Estimated 2025 Rev</u>	<u>2025 Program Recommendations</u>	<u>Funds rolled to 2026</u>
(\$288,385)	\$3,200,000		\$2,911,615

	<u>2024 Recommendations</u>	
<b>Grind &amp; Overlay</b>	\$1,813,623	
<b>Chip Seal</b>	\$1,709,464	
<b>Crack Seal</b>	\$400,000	
<b>Infill Sidewalk</b>	\$400,000	
<b>Reconstruction</b>	\$0	
<b>Mirco Overlay</b>	\$0	
<b>Pave Unpaved Roadway</b>	\$700,000	
<b>New Sidewalk Prog</b>		
<b>Admin</b>	\$0	
<b>Street Dept Contribution</b>		
<b>Total:</b>	<b>\$5,023,087</b>	

## 2023 PROGRAM ACCOMPLISHMENTS

The following projects were completed in 2023 as approved in 2022. A project location map has been included in Appendix A.

### COMPLETED 2023 PROJECTS

<b>Project Name</b>	<b>Area (yds.)</b>	<b>Lane Miles</b>
<b>Paving Unpaved Streets 2023</b>		
44th - Crestline to Altamont	3,522	0.37
Knox - Wall to Howard	1,237	0.14
Smith - Desmet to Sharp	2,000	0.28
<b>Grind &amp; Overlay 2023</b>		
23rd - High to Lincoln	4,740	0.54
8th - McClellan to Cowley	5,145	0.62
Augusta - Ruby to Astor	9,067	0.46
Bismark Et Al	18,987	1.96
Cataldo - Washington to Division	8,924	0.58
Cedar St - 4th to Sprague	13,011	0.65
Dell Dr - Woodside to 5 Mile	7,352	0.70
Fiske - 17th to 15th	2,067	0.23
Florida - Wellesley to Francis	12,687	1.96
Gardner - Maple to Monroe	7,659	0.82
Glass/Courtland/Morton Et Al	11,680	1.33
Pacific Park & Pamela	12,376	1.06
Springfield - Napa to Trent	10,124	0.86
Standard / Hill N Dale	12,620	1.20
Sutherlin - Bismark to Rowan	4,077	0.46
Wiscomb/Wedgewood	7,444	0.70
<b>Crack Seals 2023</b>		
Buckeye from Crestline to Market Et Al	43,250	4.70
Dalke/Lincoln/Post	9,263	1.05
Hartson from Magnolia to Altamont Et Al	29,472	3.02
Kensington/Chaucer Et Al	22,248	2.11
South Crescent - Nora to Lacey	10,684	0.91
<b>Reconstruction 2023</b>		
South Gorge Trail Phase 2	12,269	1.66

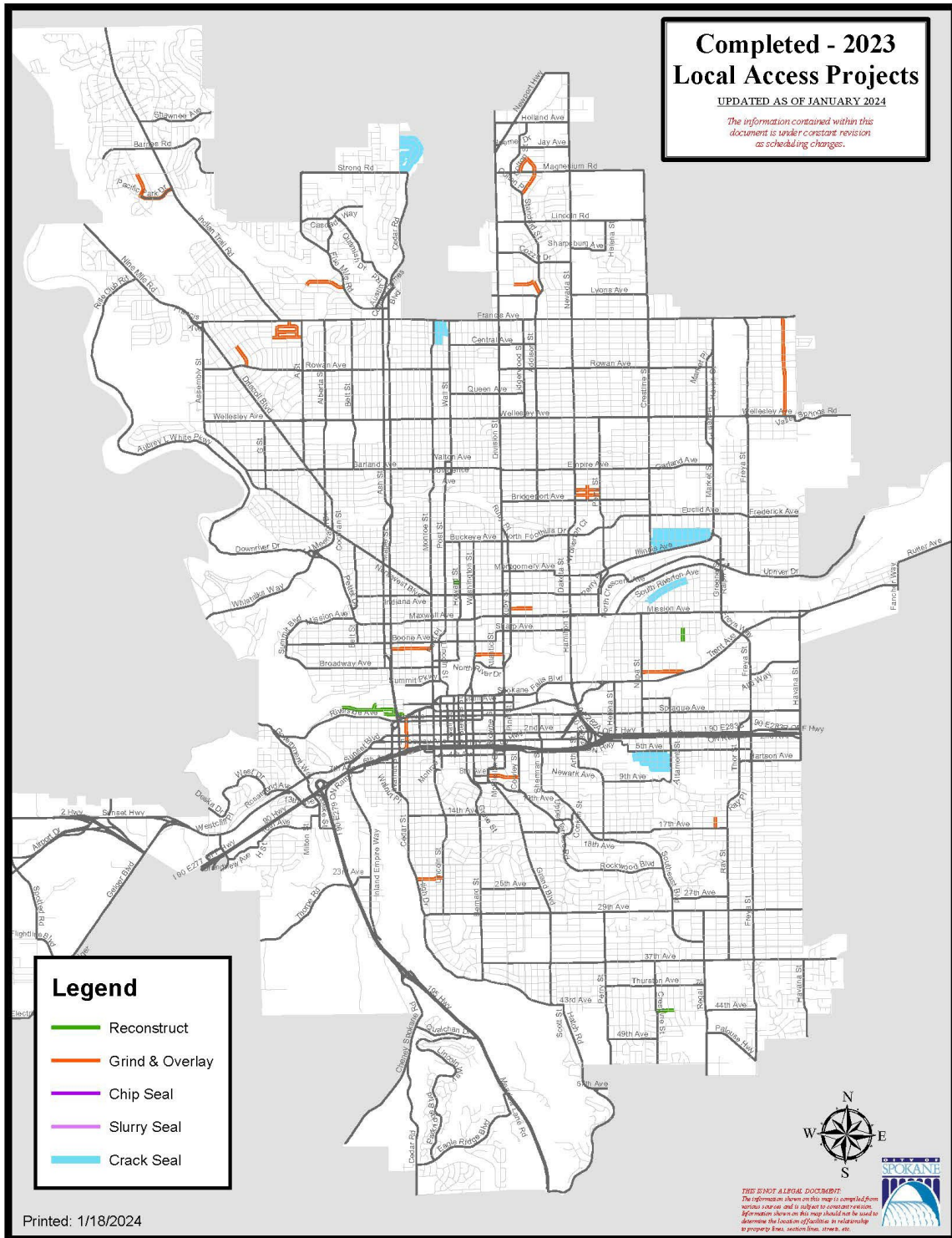


**COMPLETED SIDEWALK PROJECTS FOR 2023**

<b><u>Project</u></b>	<b><u>Status</u></b>
<b>Driscoll/Alberta/Cochran Sidewalk</b>	Construction substantially complete
<b>Haven Sidewalk</b>	Design complete; construction contract awarded; 2024 construction

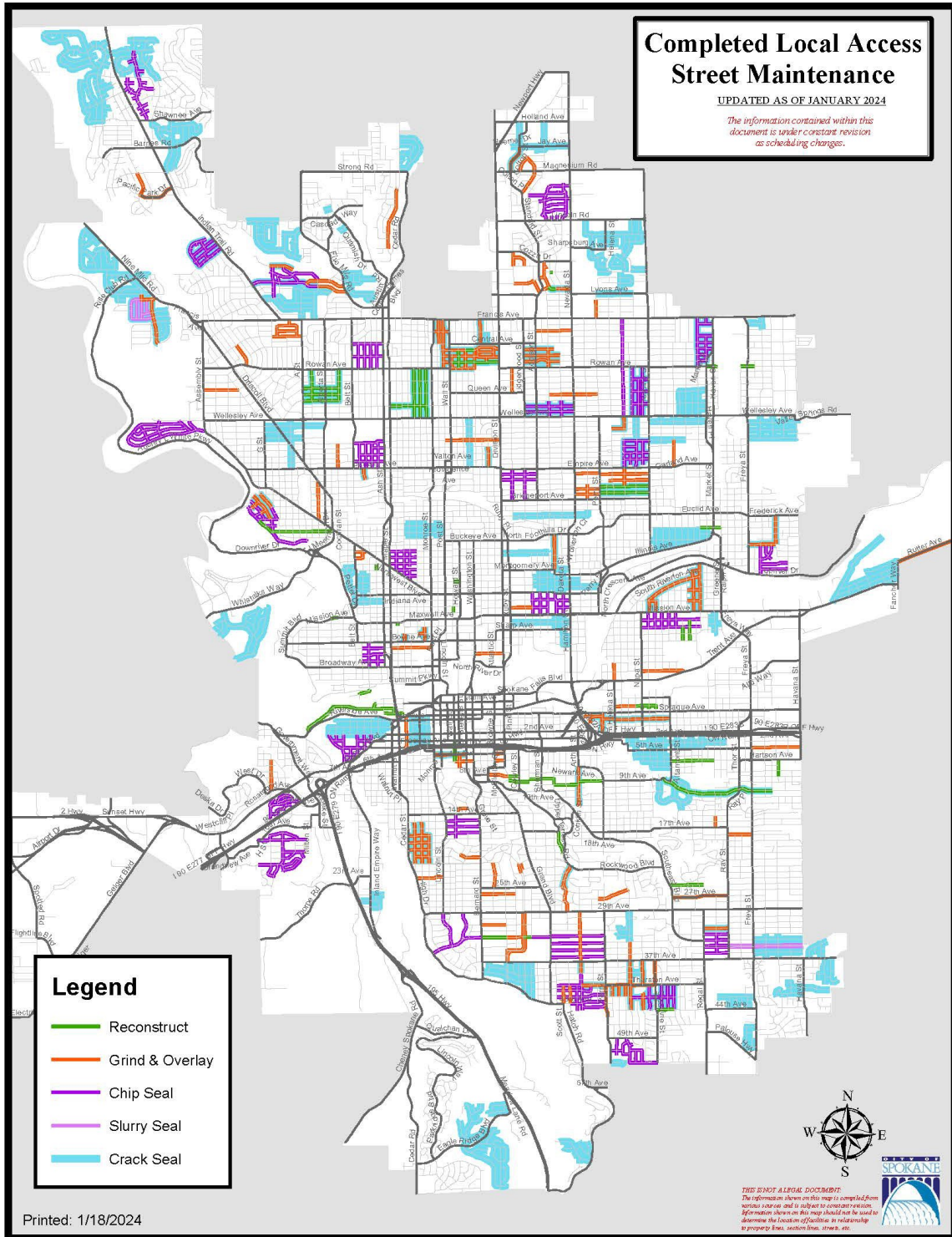
# APPENDIX A

## 2023 TBD Project Completions Location Map



# APPENDIX B

## 2012 - 2023 Completed Projects





**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/15/2024

**Committee Agenda type:** Consent

**Date Rec'd** 3/26/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:**

**Submitting Dept** ENGINEERING SERVICES

**Project #** 2023118

**Contact Name/Phone** DAN BULLER 625-6391

**Bid #**

**Contact E-Mail** DBULLER@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type** Engineer Construction Contract

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

**Agenda Item Name** 0370 – LOW BID AWARD – WASHINGTON/STEVENS GRIND AND OVERLAY

**Agenda Wording**

Low Bid of (to be determined at bid opening) (City, ST) for the Washington/Stevens Grind and Overlay - \$\_\_. An administrative reserve of \$\_\_, which is 10% of the contract, will be set aside. (Riverside Neighborhood Council)

**Summary (Background)**

On \_\_\_\_, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$\_\_, which is \$\_\_ or % (above/below) the Engineer's Estimate of \_\_. \_\_ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

**Amount**

**Budget Account**

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



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

**Additional Approvals**

**Distribution List**

ddaniels@spokanecity.org

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

kgoodman@spokanecity.org

jgraff@spokanecity.org

pyoung@spokanecity.org


## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	4-15-24
<b>Submitting Department</b>	Engineering Services
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Washington-Stevens Grind & Overlay
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> <li>• This project grinds and overlays Washington and Stevens from Spokane Falls Blvd to 3<sup>rd</sup> Ave. excluding the intersections of Spokane Falls Blvd. 3<sup>rd</sup> Ave. &amp; Riverside Ave. (Riverside intersection was done as part of a project 2 years ago. Spokane Falls Blvd and 3<sup>rd</sup> Ave. intersections will be included in projects scheduled in the next couple years).</li> <li>• Also included is replacement of wheelchair ramps where necessary, including bumpouts where needed to get ramps in where vaulted sidewalks make that infeasible.</li> <li>• At the request of STA, the bus stop on Stevens at Sprague will be modified to allow the bus to stop in-lane.</li> <li>• Striping on Washington and Stevens is being revised.                         <ul style="list-style-type: none"> <li>○ Washington (the northbound street): The east curb lane is being converted to a bike lane with striped buffer between 3<sup>rd</sup> and 1<sup>st</sup>. Following restriping, Washington will have three through lanes.</li> <li>○ Stevens (the southbound street): The east curb lane is being converted to parking. Approximately 56 new stalls will be added between SF Blvd and 3<sup>rd</sup>. Following restriping, Stevens will have three through lanes.</li> </ul> </li> <li>• The estimated start date is mid-July, 2024 with completion projected for the fall.</li> <li>• Other projects on this Washington (and Stevens) corridor are the three bridges immediately north of this project, slated to begin on May 20 and last about 4 months and Washington from the Spokane River to Maxwell, slated to begin on April 4<sup>th</sup>.</li> <li>• In general for the three projects on this corridor, one lane of traffic will remain open in each direction although there may be short term full closures.</li> </ul>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$2.0M</u> Current year cost: \$2.0M Subsequent year(s) cost:	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	

**Funding Source**       One-time       Recurring       N/A

Specify funding source: Select Funding Source\*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

**Expense Occurrence**       One-time       Recurring       N/A

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

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

- What impacts would the proposal have on historically excluded communities?  
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  
N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?  
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

**Council Subcommittee Review**

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







**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/15/2024

**Committee Agenda type:** Consent

**Date Rec'd** 3/28/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 04/29/2024

**Submitting Dept** ENGINEERING SERVICES

**Project #** 2021088

**Contact Name/Phone** DAN BULLER 625-6391

**Bid #**

**Contact E-Mail** DBULLER@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type** Engineer Construction Contract

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

**Agenda Item Name** 0370 – WASHINGTON/STEVENS BRIDGE CONSTRUCTION ADMINISTRATION

**Agenda Wording**

Supplemental Agreement #1 with KPFF Consulting Engineers for the construction administration of the Washington/Stevens Bridge Deck Rehabilitation.

**Summary (Background)**

The city bid and awarded a contract for the resurfacing of the Washington and Stevens Bridges. KPFF provided design services for this project and are now needed for construction management services on the project because of the specialty design and construction methods used.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 111,437.75

Current Year Cost \$ 111,437.75

Subsequent Year(s) Cost \$ 0

**Narrative**

**Amount**

**Budget Account**

Expense \$ 111,437.75 # 3200 95164 95300 56501 86109

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	BULLER, DAN
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

<b><u>ACCOUNTING -</u></b>	MURRAY, MICHELLE

**Distribution List**

Greg Hess greg.hess@kpff.com	ddaniels@spokanecity.org
eraea@spokanecity.org	publicworksaccounting@spokanecity.org
dbuller@spokanecity.org	mmserbousek@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	4-15-24
<b>Submitting Department</b>	Engineering Services
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Washington-Stevens Bridges Resurfacing Construction Administration
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> <li>• The City bid and awarded a contract for resurfacing of the three bridges over the Spokane River on the Washington-Stevens corridor.</li> <li>• Because that work involves specialty design and construction methods, the design of that project was performed by KPFF Consulting Engineers. For the same reasons, KPFF’s assistance is now needed in the construction phase of the project, specifically for construction management.</li> <li>• This project is schedule to begin in late May and last through about September with traffic remaining open to one lane of traffic for most of the project duration.</li> <li>• This briefing paper pertains to the contract with KPFF for construction management assistance.</li> <li>• This project is mostly grant funded.</li> </ul>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$120,000</u></p> <p>    Current year cost: \$120,000</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts (If N/A, please give a brief description as to why)</b></p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.</li> </ul>	

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

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

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

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

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

### **Council Subcommittee Review**

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



<b>Supplemental Agreement Number</b> <u>1</u>		Organization and Address	
Original Agreement Number OPR 2022-0762		KPFF Consulting Engineers 1601 Fifth Ave., Suite 1600 Seattle, WA 98101 Phone: (206) 622-5822	
Project Number 2021088	Execution Date 04/01/2024	Completion Date 12/31/2024	
Project Title Design Services During Construction (DSDC)	New Maximum Amount Payable \$408,532.51		
Description of Work Project administration and design services during construction for Washington/Stevens Bridge Deck Repair.			

The Local Agency of City of Spokane Engineering Services Department  
desires to supplement the agreement entered in to with KPFF Consulting Engineers  
and executed on October 10, 2022 and identified as Agreement No. OPR 2022-0762

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.  
The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

As described in the attached scope of work for the additional work of task 1 and task 2 dated April 1, 2024.

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: N/A

**III**

Section V, PAYMENT, shall be amended as follows:

The Master Agreement amount will be increased by \$111,437.75 to allow KPFF to perform the CA (Construction Administration) for the project.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Greg Hess

By: \_\_\_\_\_

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

# EXHIBIT A

1601 Fifth Avenue, Suite 1600 Seattle, WA 98101 kpff.com



**March 13, 2024**  
**Scope of Work**

## **Washington / Stevens Bridge Deck Rehabilitation Construction Support Services**

### ***PROJECT OVERVIEW***

KPFF will be providing Construction Support Services (CSS) for the Washington / Stevens Bridge Deck Rehabilitation project. This project will rehabilitate the existing Washington Street Bridges and the Stevens Bridge with: (1) construction of a bridge deck overlay at the bridges and approach slabs, (2) replacement and modification of existing expansion joints, and (3) HMA replacement at the tunnel and asphalt roadway approaches.

### ***BACKGROUND***

The Washington / Stevens Bridge Rehabilitation Project consists of three bridges and a tunnel. The two bridges that span across the south channel of the Spokane River are the N Stevens Street Bridge and the N Washington Street South Bridge. These bridges join together at their north side and carry traffic through the tunnel under Riverfront Park. At the north side of the tunnel, the N Washington St North Bridge carries traffic over the north channel of the Spokane River. Average Daily Traffic (ADT) is 23,554 for the north channel bridge. The rehabilitation project is funded by Federal Highway Administration (FHWA) funds through Washington State Department of Transportation (WSDOT).

### ***ANTICIPATED SCHEDULE***

We understand that the City of Spokane intends to construct this project between spring and fall of 2024.

### ***PROJECT TEAM***

The project team includes:

Owner	City of Spokane
CSS & CM	KPFF Consulting Engineers (Prime Consultant)
Civil Subconsultant	CivTech

## **SCOPE OF WORK**

### **TASK 1: PRE-CONSTRUCTION SERVICES**

#### **SUBTASK 1.1 Pre-Con**

KPFF will attend the Pre-Construction meetings.

### **TASK 2: CONSTRUCTION SUPPORT SERVICES**

KPFF will provide construction support services during the construction phase, including the following tasks.

#### **SUBTASK 2.1 Weekly Progress Meetings**

Attend weekly virtual construction meetings with the Contractor.

#### **SUBTASK 2.2 Submittal Review / Recommendations**

CSS team will provide preliminary review of submittals or conformance with the Plans and Contract Provisions (Contractor shop drawings, product information and material samples). The following submittals are anticipated:

- Construction Phasing/Traffic Control
- Hot Mix Asphalt Items
- Resin Bonded Anchors
- Modified Concrete for Expansion Joint Header
- Expansion Joint Demo Plan
- Expansion Joint Field Measurements
- Expansion Joint Shop Drawings
- Type of machine chosen for concrete scarification, including axle loads and axle spacing
- Runoff Water Disposal Plan
- Methods and materials used for collecting concrete debris
- Repair concrete and overlay mix designs
- Paving Equipment specifications, including screed rail support system

The City will collect and distribute submittals responses to and from the contractor.

#### **SUBTASK 2.3 Changed Conditions / RFI / Change Orders**

The CSS team will review Contractor Requests for Information (RFI) and design change requests. Make initial determination if Contractor needs to provide further information prior to design team review, or distribute to appropriate party. A total of 41 RFIs are assumed for the fee estimate.

The City will collect and distribute RFI responses to and from the contractor.

## **SUBTASK 2.4 Field Visits**

KPFF will provide bridge engineers to provide on-site inspection during the concrete removal stages of all bridge decks. The intension of the visit will be to determine whether additional concrete removal and/or deck repairs are needed prior to placement of the Modified Concrete Overlay (MCO). It is anticipated that two separate site visits will be required.

- (1) 2-day trip with 2 bridge engineers for the south bound lanes
- (1) 2-day trip with 2 bridge engineers for the north bound lanes

## **TASK 3: PROJECT CLOSEOUT**

### **SUBTASK 3.1 As-Built Drawings**

As-Built redlines will be provided to KPFF by the City and the Contractor after completion of construction. These redlines will be used to create Record Drawings which will conform to the City's requirements. The Record Drawings will not contain the stamp and seal of the engineer.

The draft Record Drawings will be subject to one round of review by the City.

## **GENERAL ASSUMPTIONS**

- Project is federally funded.
- Proposal incorporates anticipated level of effort for a 80 working day construction contract plus preconstruction services prior to start of construction and project closeout.
- Construction working days are assumed to be Monday through Friday.
- Project meetings include (1) Prebid, (1) preconstruction meeting, (16) weekly construction progress meetings, and (2) field visits.
- Any additional analysis on the structure is not part of this scope.
- City of Spokane will perform the following tasks:
  - Provide the primary construction manager and inspector during construction of the project
  - Coordinate the improvements with WSDOT, Utilities, property owners, and other stakeholders, except s specifically outlined in this scope of work.
  - Notify KPFF at least 2 weeks prior to field visits being required.
  - Material testing and inspection
- No work shall be performed until notice-to-proceed is issued by the City of Spokane.



**FEE**

We propose to provide the above services for a fee Not-to-Exceed **\$111,437.75** invoiced hourly as noted. Refer to the summary fee spreadsheet for breakdown of KPFF team's fees. Reimbursable expenses are estimates and include travel costs associated with travel to and from the project site.

If this proposal is acceptable to the City of Spokane, please include this proposal as an attachment to the contract for our signature.

Sincerely,

A handwritten signature in blue ink, appearing to read 'BKotulka', is written over a light blue rectangular background.

Brandon Kotulka, PE SE  
Project Manager

Exhibit D-1

**KPFF Consulting Engineers**

Consultant Fee Summary

Negotiated Hourly Rate Consultant Agreement

**Washington-Stevens Deck Rehab CSS**

Classification	Hrs.	X	Direct Hourly Rate	=	Cost
Principal	8.00	X	\$85.00	=	\$ 680.00
Project Manager	64.00	X	\$80.00	=	\$ 5,120.00
Senior Technical Specialist	0.00	X	\$80.00	=	\$ -
Senior Engineer II	325.00	X	\$75.00	=	\$ 24,375.00
Design Engineer II	0.00	X	\$59.00	=	\$ -
CAD Drafter II	24.00	X	\$59.00	=	\$ 1,416.00
Project Coordinator	8.00	X	\$45.00	=	\$ 360.00
Admin	0.00	X	\$35.00	=	\$ -
Total Hrs.			429.00		

<b>Salary Cost</b>					\$ 31,951.00
<b>Salary Escalation Cost (est.)</b>					
Escalation - % of Labor Cost	10%	per year @ 1 year(s)			\$ 3,195.10
<b>Total Salary Cost</b>					\$ 35,146.10
<b>Overhead Cost</b>	151.53%	of Direct Labor			\$ 48,415.35
<b>Net Fee</b>	30%	of Direct Labor			\$ 9,585.30
<b>Total Overhead &amp; Net Fee Cost</b>					\$ 58,000.65

Direct Expenses	No.	Unit	Each	Cost
Rental Car	4	Days	100.00	\$ 400.00
Airfare - SEA-SPO (roundtrip)	4	Trips	350.00	\$ 1,400.00
Hotel	4	Nights	114.00	\$ 456.00
Per Diem Travel Day	0	Days	55.00	\$ -
Per Diem Full Day	8	Days	74.00	\$ 592.00

**Subtotal** \$ 2,848.00

**KPFF Total** \$ **95,994.75**

**Subconsultants**

	DBE	Hrs.	Total
CivTech Inc.	14%	54.00	\$15,443.00
<b>Subconsultants Total</b>	14%	54.00	\$15,443.00

**Direct Expenses Subtotal (including Subconsultants)** \$18,291.00

**Total Costs** \$111,437.75

Exhibit E-1

**CivTech Inc.**

Consultant Fee Summary  
 Negotiated Hourly Rate Consultant Agreement

**Washington-Stevens Deck Rehab CSS**

Classification	Hrs.	X	Direct Hourly Rate	=	Cost
Senior Project Manager	42.00	X	\$89.99	=	\$ 3,779.58
Senior Designer	6.00	X	\$63.50	=	\$ 381.00
Technician	0.00	X	\$43.28	=	\$ -
Administrative	6.00	X	\$45.01	=	\$ 270.06
Title 5	0.00	X	\$0.00	=	\$ -
Title 6	0.00	X	\$0.00	=	\$ -
Total Hrs.			54.00		
<b>Salary Cost</b>					\$ 4,430.64
<b>Salary Escalation Cost (est.)</b>					
Escalation - % of Labor Cost	10%		per year @ 1 year(s)		\$ 443.06
<b>Total Salary Cost</b>					\$ 4,873.70
<b>Overhead Cost</b>					
	208.55%		of Direct Labor		\$ 9,240.10
<b>Net Fee</b>	30%		of Direct Labor		\$ 1,329.19
<b>Total Overhead &amp; Net Fee Cost</b>					\$ 10,569.29
<b>Direct Expenses</b>					
	No.	Unit	Each		Cost
Per Diem		Lunch	18.00	\$	-
Plots (11x17)		Page	0.15	\$	-
Plots/Copies (8.5x11)		Page	0.10	\$	-
Color Plots (11x17)		Page	0.90	\$	-
Color Plots (8.5x11)		Page	0.60	\$	-
<b>Subtotal</b>					\$ -
<b>CivTech Inc. Total</b>					\$ 15,443.00

March 14, 2024		KPFF Consulting Engineers							KPFF
Washington-Stevens Deck Rehab CSS		Principal	Project Manager	Senior Technical Specialist	Senior Engineer II	Design Engineer II	CAD Drafter II	Project Coordinator	
Item	SCOPE OF WORK	\$85.00	\$80.00	\$80.00	\$75.00	\$59.00	\$59.00	\$45.00	
<b>1 PRE-CONSTRUCTION SERVICES</b>									
1.10	Pre-Con		4		4				\$620
1.20	Invoicing and Contracts		4					8	\$680
<b>Labor Subtotal:</b>		<b>0</b>	<b>8</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>\$1,300</b>
<b>Reimbursables:</b>									
<b>2 CONSTRUCTION SUPPORT SERVICES</b>									
2.1	Weekly Progress Meetings	1	16		16				\$2,565
2.2	Submittal Review/Recommendations	1	12		80				\$7,045
2.3	Changed Conditions/RFI/Change Orders	4	14		105				\$9,335
2.4	Field Visits		12		96				\$8,160
<b>Labor Subtotal:</b>		<b>6</b>	<b>54</b>	<b>0</b>	<b>297</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$27,105</b>
<b>Reimbursables:</b>									<b>\$2,848.00</b>
<b>3 PROJECT CLOSEOUT</b>									
3.1	As-Built Drawings	2	2		24		24		\$3,546
<b>Labor Subtotal:</b>		<b>2</b>	<b>2</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>\$3,546</b>
<b>Reimbursables:</b>									
<b>Labor Sum:</b>		<b>8</b>	<b>64</b>	<b>0</b>	<b>325</b>	<b>0</b>	<b>24</b>	<b>8</b>	<b>\$31,951</b>
<b>Reimbursable Sum:</b>									<b>\$2,848</b>
<b>TOTAL:</b>									<b>\$34,799</b>

March 14, 2024		CivTech Inc.					CT
Washington-Stevens Deck Rehab CSS		Senior Project Manager	Senior Designer	Technician	Administrative	Title 19	Title 20
Item	SCOPE OF WORK	\$89.99	\$63.50	\$43.28	\$45.01	\$0.00	\$0.00
<b>1</b>	<b>PRE-CONSTRUCTION SERVICES</b>						
1.10	Pre-Con	2					\$180
1.20	Invoicing and Contracts						
<b>Labor Subtotal:</b>		<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$180</b>
<b>Reimbursables:</b>							
<b>2</b>	<b>CONSTRUCTION SUPPORT SERVICES</b>						
2.1	Weekly Progress Meetings	8					\$720
2.2	Submittal Review/Recommendations	12			2		\$1,170
2.3	Changed Conditions/RFI/Change Orders	12			2		\$1,170
2.4	Field Visits						
<b>Labor Subtotal:</b>		<b>32</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>\$3,060</b>
<b>Reimbursables:</b>							
<b>3</b>	<b>PROJECT CLOSEOUT</b>						
3.1	As-Built Drawings	8	6		2		\$1,191
<b>Labor Subtotal:</b>		<b>8</b>	<b>6</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>\$1,191</b>
<b>Reimbursables:</b>							
<b>Labor Sum:</b>		<b>42</b>	<b>6</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>\$4,431</b>
<b>Reimbursable Sum:</b>							<b>\$0</b>
<b>TOTAL:</b>							<b>\$4,431</b>

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/15/2024**Committee Agenda type:** Consent**Date Rec'd**

3/26/2024

**Clerk's File #****Renews #****Cross Ref #****Council Meeting Date:****Submitting Dept**

ENGINEERING SERVICES

**Project #**

2024049,50,51

**Contact Name/Phone**

DAN BULLER 625-6700

**Bid #****Contact E-Mail**

DBULLER@SPOKANECITY.ORG

**Requisition #****Agenda Item Type**

Engineer Construction Contract

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

0370-LOW BID AWARD - 2024 PAVING UNPAVED STREETS (2024049) TO BE

**Agenda Wording**

Low Bid of (to be determined at bid opening) (City, ST) for 2024 Paving Unpaved Streets - \$\_\_. An administrative reserve of \$\_\_, which is 10% of the contract, will be set aside. (Various Neighborhood Councils)

**Summary (Background)**

On \_\_\_\_, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$\_\_, which is \$\_\_ or \_\_% (above/below) the Engineer's Estimate of \_\_. \_\_ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

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

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

**Additional Approvals**

**Distribution List**

ddaniels@spokanecity.org

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

kgoodman@spokanecity.org

pyoung@spokanecity.org

jgraff@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	4-15-24
<b>Submitting Department</b>	Engineering Services
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	2024 Paving Unpaved Streets
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> <li>This project paves the various currently unpaved streets shown in the attached exhibit.</li> <li>The paving to be done is strip paving – no curbing, no sidewalk, no street trees, etc. per city council established program guidelines.</li> <li>This project is funded with TBD and local impact fees.</li> <li>Work is planned for construction later this spring and summer.</li> </ul>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$0.6M</u></p> <p>    Current year cost: \$0.6M</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts (If N/A, please give a brief description as to why)</b></p> <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.</li> <li>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A</li> <li>How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Public Works follows the City’s established procurement and public works bidding regulations and</li> </ul>	



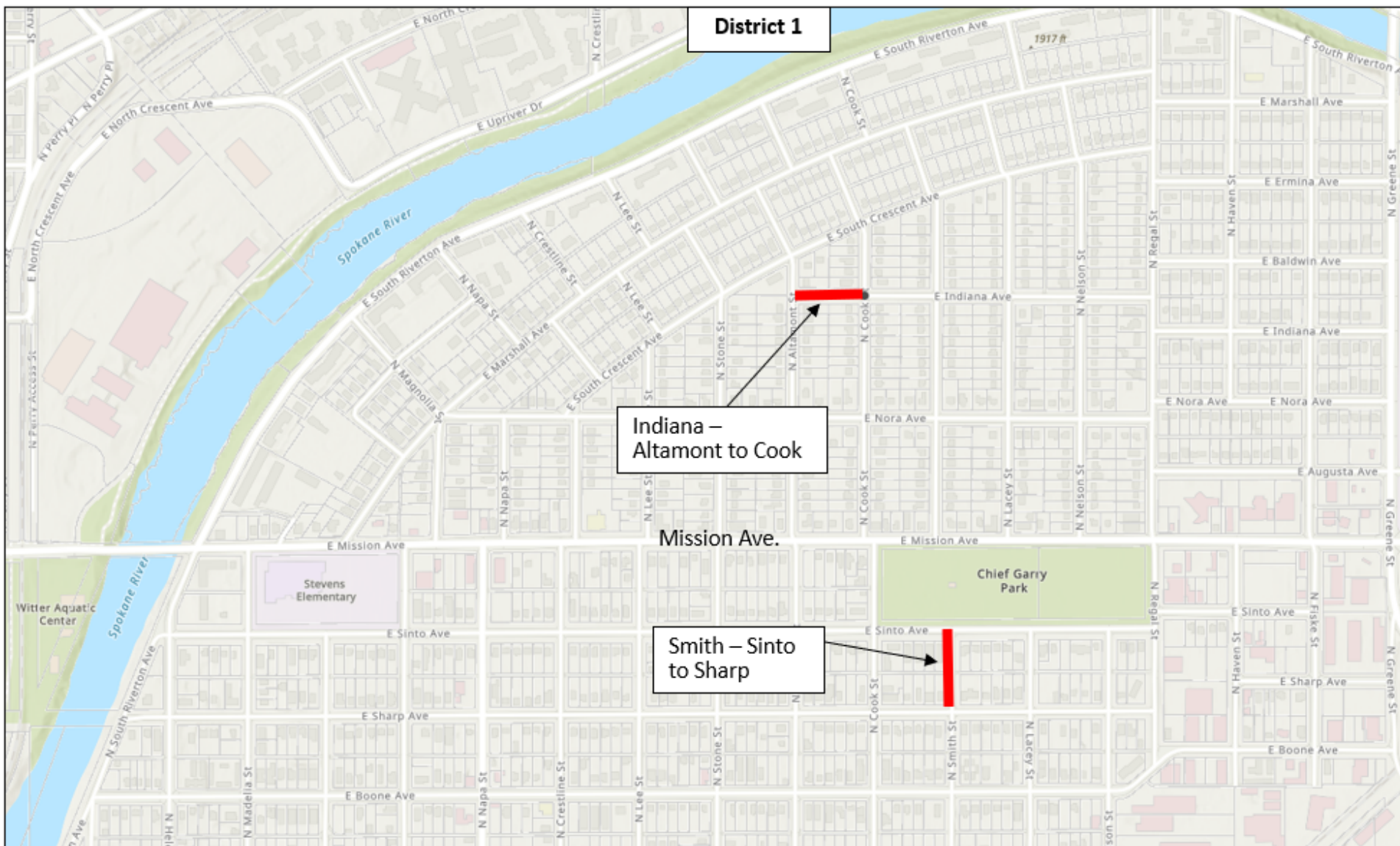
policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

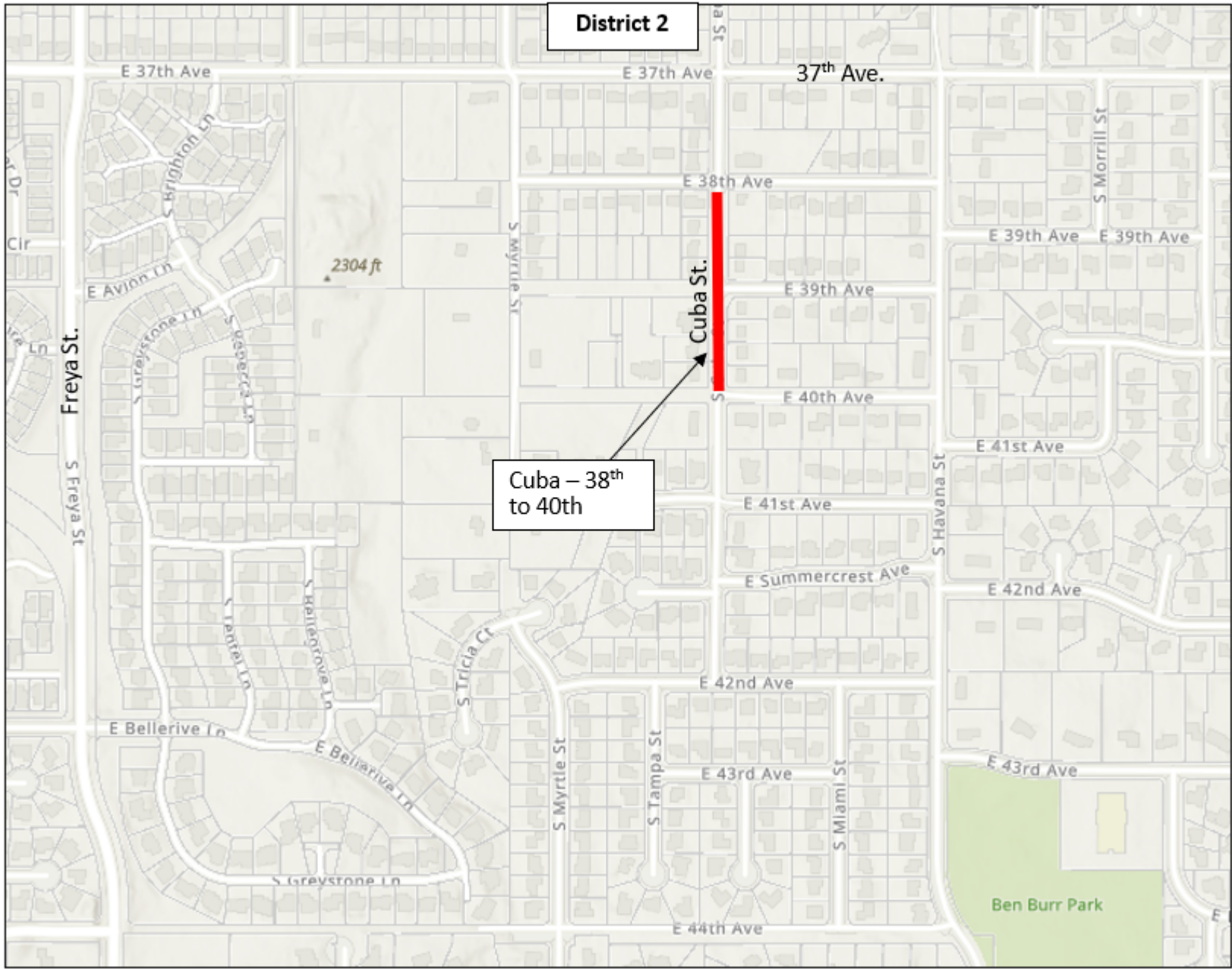
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

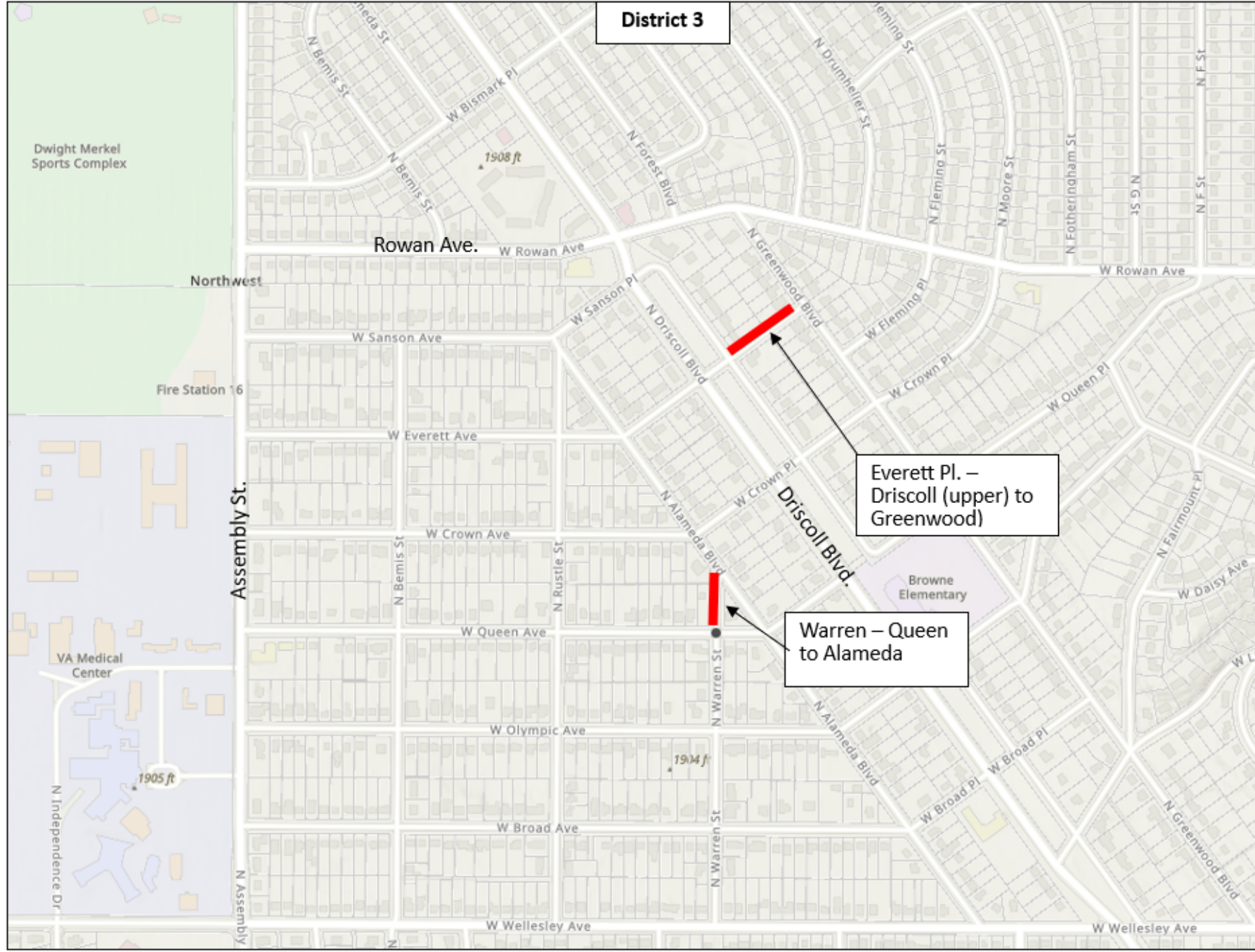
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

**Council Subcommittee Review**

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







District 3

Everett Pl. -  
Driscoll (upper) to  
Greenwood

Warren - Queen  
to Alameda

Dwight Merkel  
Sports Complex

Fire Station 16

VA Medical  
Center

Browne  
Elementary

Rowan Ave.

Northwest

Assembly St.

1908 ft

1914 ft

1905 ft

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/15/2024**Committee Agenda type:** Consent**Date Rec'd**

3/26/2024

**Clerk's File #****Renews #****Cross Ref #****Council Meeting Date:****Submitting Dept**

ENGINEERING SERVICES

**Project #**

2022089

**Contact Name/Phone**

DAN BULLER 625-6391

**Bid #****Contact E-Mail**

DBULLER@SPOKANECITY.ORG

**Requisition #****Agenda Item Type**

Engineer Construction Contract

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

0370-LOW BID AWARD-2024 ARTERIAL GRIND &amp; OVERLAY (2022089)TO BE

**Agenda Wording**

Low Bid of (to be determined at bid opening) (City, ST) for 2024 Arterial Grind and Overlay - \$\_\_. An administrative reserve of \$\_\_, which is 10% of the contract, will be set aside. (Various Neighborhood Councils)

**Summary (Background)**

On \_\_\_\_, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$\_\_, which is \$\_\_ or \_\_% (above/below) the Engineer's Estimate of \_\_. \_\_ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

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

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



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

### Agenda Wording

### Summary (Background)

#### **Approvals**

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

#### **Additional Approvals**

#### **Distribution List**

ddaniels@spokanecity.org

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

kgoodman@spokanecity.org

jgraff@spokanecity.org

pyoung@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	4-15-24
<b>Submitting Department</b>	Engineering Services
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	2024 Arterial Grind & Overlay
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> <li>The project shown on the attached exhibit is the periodic arterial grind &amp; overlay series of projects funded by the arterial street fund.</li> <li>The two segments of this project are adjacent to other projects meaning that the result will be upgraded corridors.</li> <li>Curb ramps will also be upgraded.</li> <li>Total length of street to receive chip sealing is 4.9 miles.</li> <li>Construction is planned for this summer/fall.</li> </ul>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$2M</u></p> <p>    Current year cost: \$2M</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.</li> <li>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A</li> <li>How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?</li> </ul>	

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

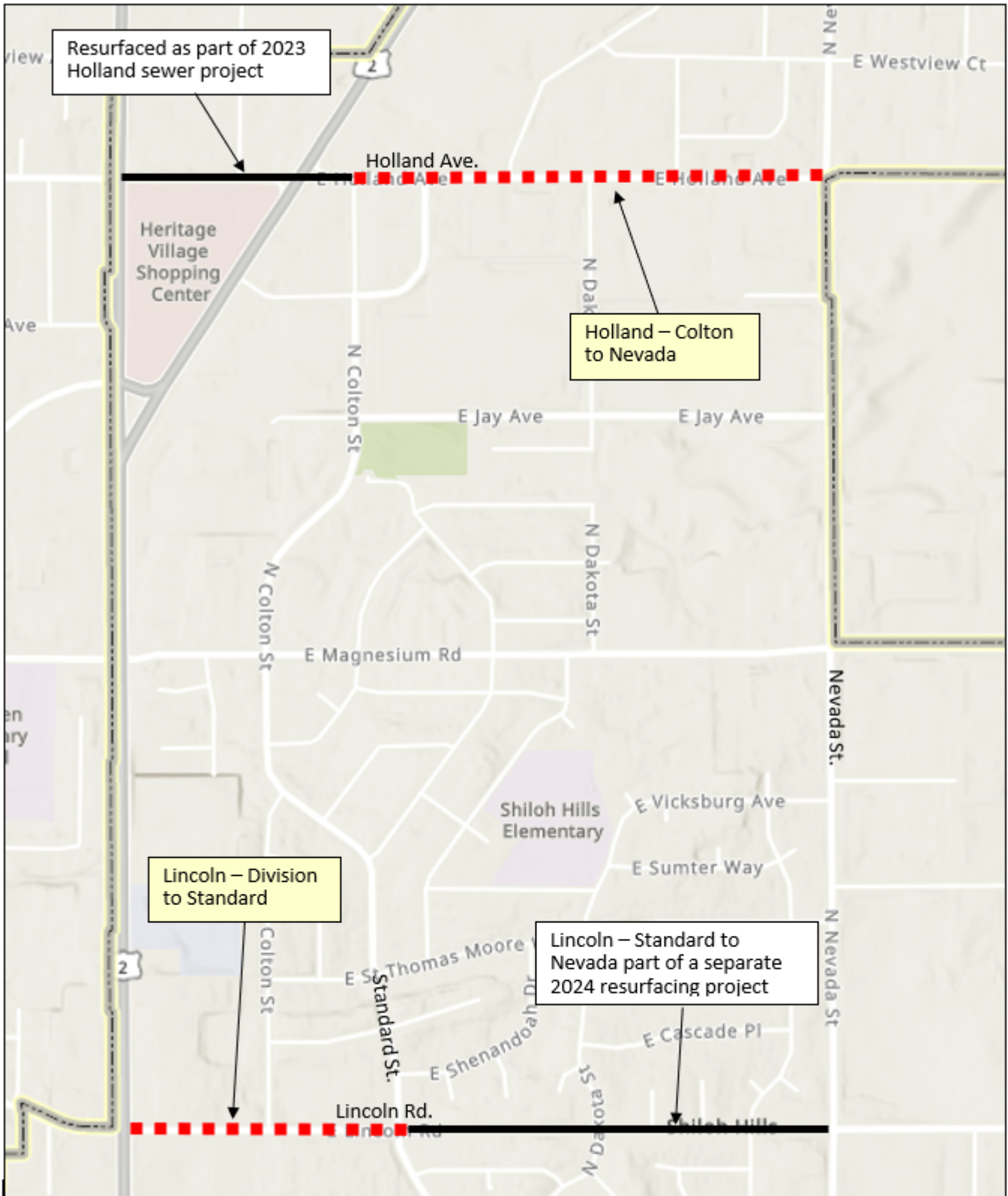
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

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

#### **Council Subcommittee Review**

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





**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/15/2024**Committee Agenda type:** Consent**Date Rec'd**

3/26/2024

**Clerk's File #****Renews #****Cross Ref #****Council Meeting Date:****Submitting Dept**

ENGINEERING SERVICES

**Project #**

2024043

**Contact Name/Phone**

DAN BULLER 625-6700

**Bid #****Contact E-Mail**

DBULLER@SPOKANECITY.ORG

**Requisition #****Agenda Item Type**

Engineer Construction Contract

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

0370-LOW BID AWARD-2024 LOCAL ACCESS CHIP SEAL(2024043)TO BE

**Agenda Wording**

Low Bid of (to be determined at bid opening) (City, ST) for 2024 Local Access Chip Seal - \$\_\_. An administrative reserve of \$\_\_, which is 10% of the contract, will be set aside. (Various Neighborhood Councils)

**Summary (Background)**

On \_\_\_\_, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$\_\_, which is \$\_\_ or \_\_% (above/below) the Engineer's Estimate of \_\_. \_\_ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

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

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

**Additional Approvals**

**Distribution List**

ddaniels@spokanecity.org

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

kgoodman@spokanecity.org

jgraff@spokanecity.org

pyoung@spokanecity.org


## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	4-15-24
<b>Submitting Department</b>	Engineering Services
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	2024 Local Access Chip Seal
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> <li>The project shown on the attached pages is the annual local access chip seal project funded by the transportation benefit district.</li> <li>This project was formerly known as the residential chip seal project. While addressing primarily residential streets, sometimes included streets are non-arterial streets in commercial areas and thus the name change to “local access chip seal”.</li> <li>Curb ramps will also be upgraded.</li> <li>Total length of street to receive chip sealing is 4.9 miles.</li> <li>Residents will have access to their homes during construction which will occur this summer/fall.</li> </ul>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1.5M</u></p> <p>    Current year cost: \$1.5M</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.</li> <li>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</li> </ul>	

N/A

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

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

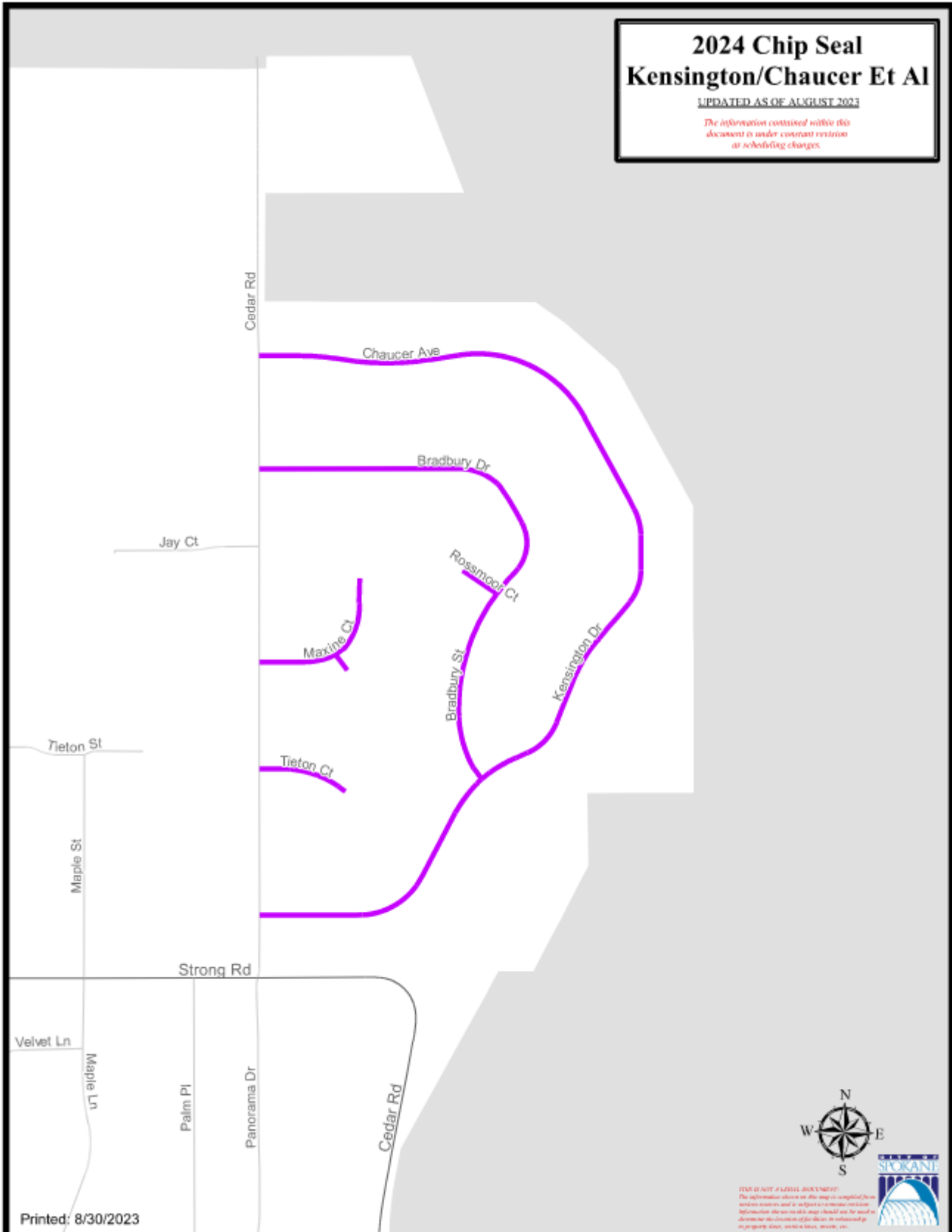
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

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

### **Council Subcommittee Review**

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

**2024 Chip Seal  
Kensington/Chaucer Et Al**  
 UPDATED AS OF AUGUST 2023  
 The information contained within this document is under constant revision as scheduling changes.

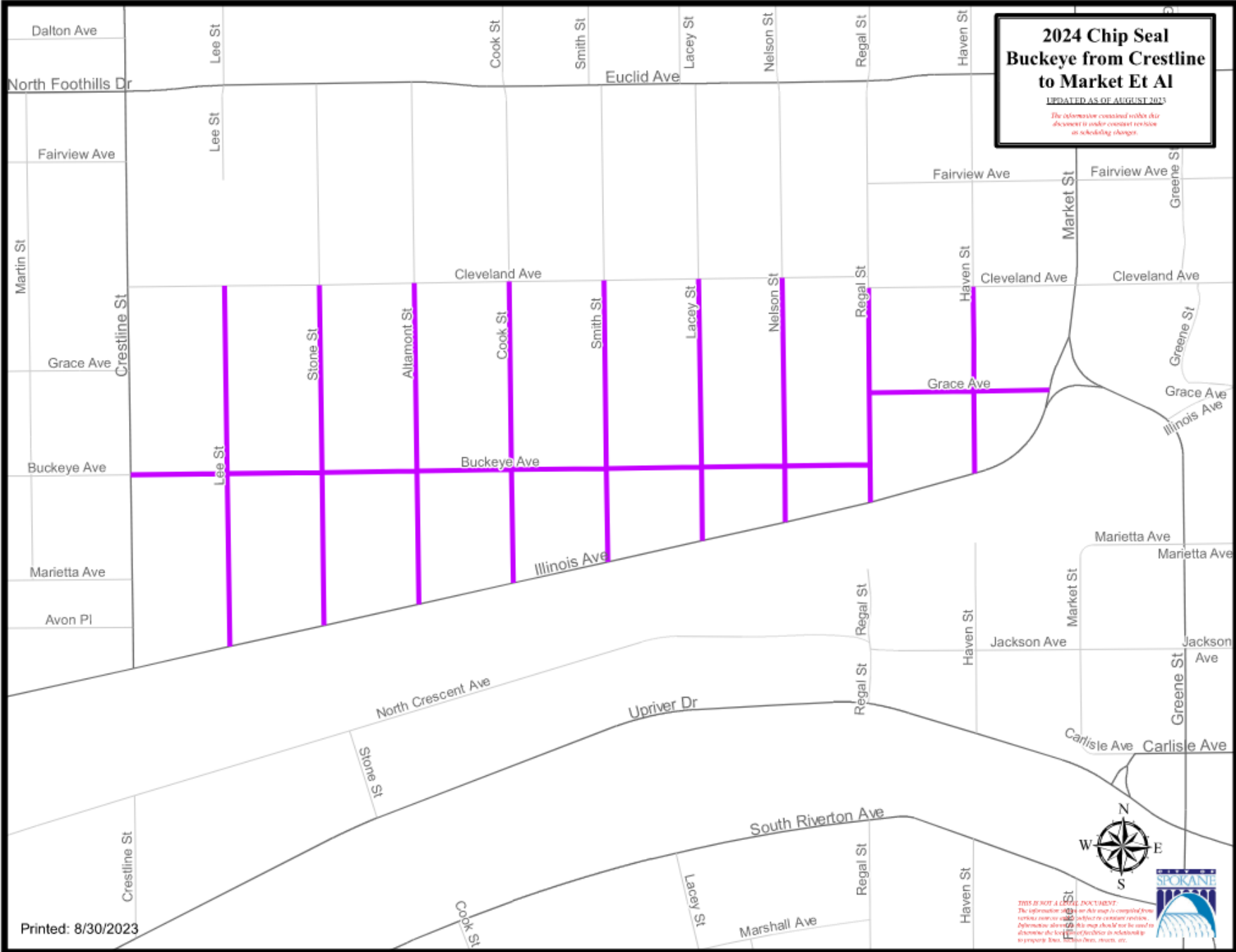


Printed: 8/30/2023

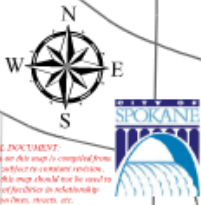


THIS IS NOT A LEGAL DOCUMENT!  
 The information shown on this map is compiled from various sources and is subject to change without notification. The user of this map should use the same to determine the location of the items to be shown on a geographic data, such as lines, points, etc.

**2024 Chip Seal  
Buckeye from Crestline  
to Market Et Al**  
UPDATED AS OF AUGUST 2023  
*The information contained within this document is under constant revision as scheduling changes.*

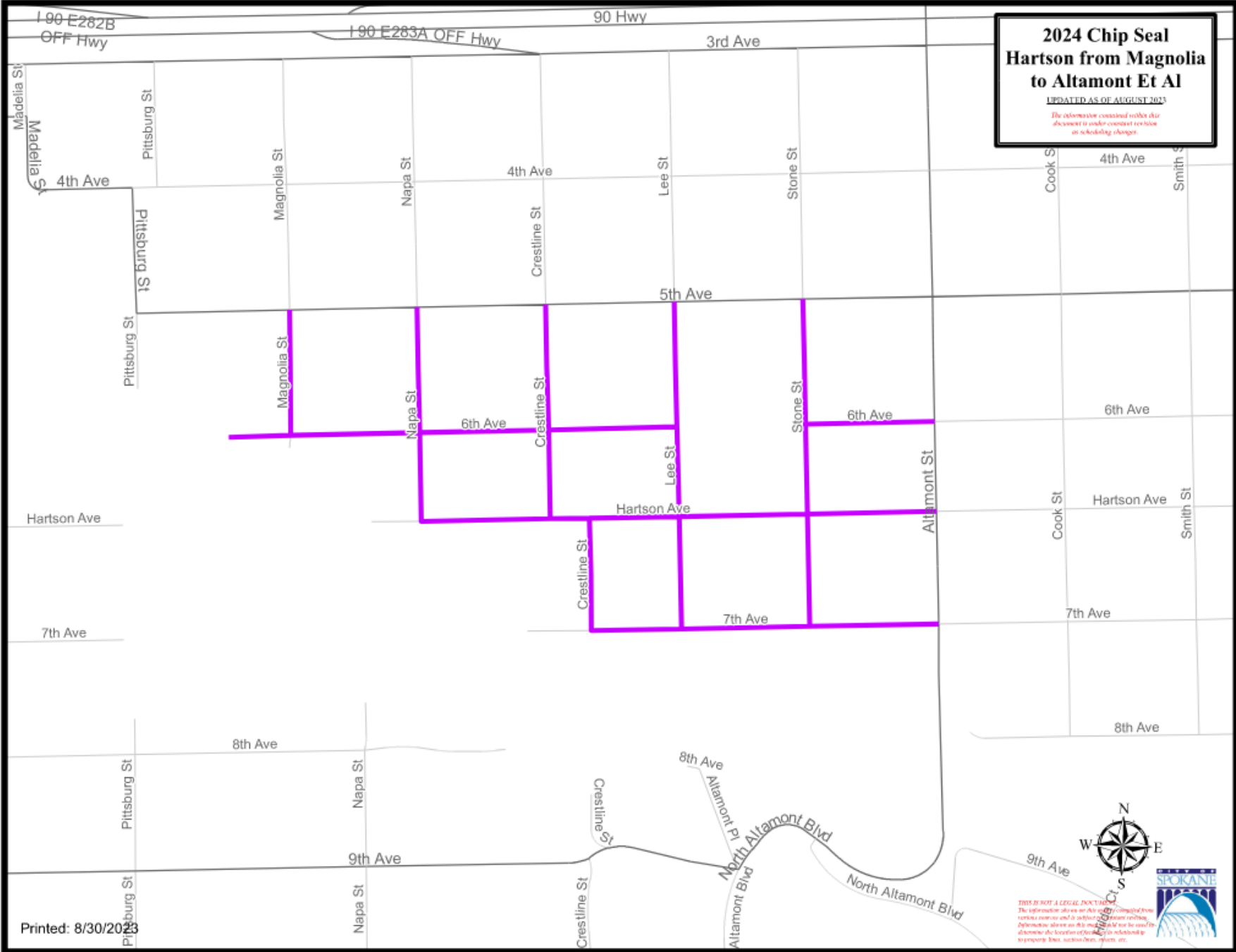


Printed: 8/30/2023



THIS IS NOT A LEGAL DOCUMENT  
 The information on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the legal status of a parcel or to determine the location of a boundary line. For more information, please contact the City of Spokane at 509.343.7000.

**2024 Chip Seal  
Hartson from Magnolia  
to Altamont Et Al**  
UPDATED AS OF AUGUST 2023  
*The information contained within this  
document is under constant revision  
as scheduling changes.*



THIS IS NOT A LEGAL INSTRUMENT.  
The information above is derived from  
various sources and is subject to change without  
notice. Information above is for informational purposes only.  
It does not constitute a contract or any other legal  
agreement. The location of lines is subject to  
survey lines, section lines, etc.





**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/15/2024

**Committee Agenda type:** Consent

**Date Rec'd**

3/25/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 04/29/2024

**Submitting Dept**

WASTEWATER MANAGEMENT

**Project #**

**Contact Name/Phone**

KYLE 625-4647

**Bid #**

**Contact E-Mail**

KARRINGTON@SPOKANECITY.ORG

**Requisition #**

VALUE BLANKET

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4320 RESOLUTION AND PURCHASE WITH FIELD INSTRUMENTS & CONTROLS,

**Agenda Wording**

Resolution for sole source procurement with Field Instruments & controls, Inc. to purchase Endress+Hauser parts and supplies for a period of (5) years for up to \$400,000.00 without public bidding for the period of June 1, 2024 through May 31, 2029.

**Summary (Background)**

RPWRF uses Endress+Hauser universal controllers because the joint ventures group, including Jacob's engineering, incorporated EH instrumentation into all aspects of the next level treatment upgrade because of their positive experience with EH instrumentation in several of the other plants that they have designed and built.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ \$400,000.00 over 5 years

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

An estimated cost before taxes of \$400,000.00 - value blanket for five years.

**Amount**

**Budget Account**

Expense \$ 400,000.00

# 4320.43201.35148.53201

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	ARRINGTON, KYLE
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**


**Distribution List**

cameron@fieldinst.com	hbarnhart@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	jodi@fieldinst.com
hbarnhart@spokanecity.org	devans@spokanecity.org
tlester@spokanecity.org	rpwrfaccounting@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	April 15, 2024
<b>Submitting Department</b>	Wastewater Management/RPWRP
<b>Contact Name</b>	Kyle Arrington
<b>Contact Email &amp; Phone</b>	<a href="mailto:karrington@spokanecity.org">karrington@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Bingle, CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Resolution to authorize sole source procurement and authorizing its purchase from Field Instruments & controls, Inc.
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>RPWRP uses Endress+Hauser universal controllers because the joint ventures group, including Jacob's engineering, incorporated EH instrumentation into all aspects of the next level treatment upgrade because of their positive experience with EH instrumentation in several of the other plants that they have designed and built. It is in the City's best interest to standardize equipment like this in order to reduce the amount of time and money spent on training and spare parts inventory. It also speeds up the troubleshooting process when something does go wrong.</p> <p>Sole Source Resolution declaring Endress+Hauser universal controllers, probes, parts and supplies sole source procurement and authorizing its purchase from the only authorized dealer, Field Instruments &amp; controls, Inc. (Spokane, WA) at an estimated cost of \$400,000 over 5 years for June 1, 2024, through May 31, 2029.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$400,000.00</u></p> <p>    Current year cost: Value Blanket over 5 years</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> <u>Maintenance and Supplies</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Maintenance and Operating Supplies</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.</li> </ul>	

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  
N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?  
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. Resolution to authorize sole source procurement and authorizing its purchase from Field Instruments & controls, Inc. – PIES on April 15, 2024.

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring Field Instruments & Controls, Inc. (Spokane, WA) a sole-source provider and authorizing the City to enter into a value blanket order for Endress Hauser Instrumentation (Universal Controllers, Probes, Parts and Supplies) for a five (5) year period – approximately \$400,000.00, without public bidding.

WHEREAS, Endress Hauser incorporates Bluetooth, HART and Ethernet communication across the product line and both the required programming and operator controls are straightforward and intuitive; and

WHEREAS, Jacobs Engineering, the firm responsible for the design and implementation of the Next Level of Treatment (NLT) project has standardized on Endress Hauser; and

WHEREAS, It is to our benefit to maintain that standardization to streamline future maintenance operations; and

WHEREAS, The City would be fined if we do not have the equipment to keep the plant process running; and

WHEREAS, this equipment notifies us if something isn't running correctly, by monitoring plant specific processes – for example if we have a flow monitor it reports that the flow is too high, or too low by sending us data that alerts us that something isn't right. This equipment monitors specific areas of the plant. This will keep us from discharging or having spills to ground etc

WHEREAS, Field Instruments & Controls Inc. is the sole representative for the States of Washington and Oregon for Endress Hauser's products; and

WHEREAS, the department anticipates the purchase of assorted universal controllers, probes, parts and supplies to be approximately \$400,000.00 over five (5) year; which exceeds the 2024 public bid limit of \$50,000 for goods;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the purchase of the Endress Hauser instrumentation a sole-source purchase through Field Instruments & Controls, Inc.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) year value blanket order for the purchase of Endress Hauser Instrumentation - \$400,000, without public bidding.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

2/28/2024

To Whom It May Concern

Subject: Sole Source Representative

Endress+Hauser, is the sole manufacturer of its products. Field Instruments & Controls, Inc. is the sole or exclusive representative for Endress+Hauser within Washington and Oregon for the purchase of new products, OEM repair parts, repairs, and maintenance.

No other representative can sell products, repair/replacement parts, maintenance, repair/replacement services, field services and technical support for Endress+Hauser.

Endress+Hauser, Inc's representatives can also be verified by utilizing our website and entering in your zip code ([www.us.endress.com/en/contact](http://www.us.endress.com/en/contact)).

We support Field Instruments & Controls, Inc. with sale and service from the Gulf Coast Regional Center at the address on this letter.

If you have any further questions, please do not hesitate to contact me.

Best regards

Caleb DeLieto

*Caleb A DeLieto*

---

Regional Business Manager - West | Customer Excellence

**Endress+Hauser USA**

Endress+Hauser Inc. | 14525 Kirby Dr. | Pearland, TX 77047 | United States  
Phone: +1 317 751 6068 | Mobile: +1 317 220 1455  
[caleb.delieto@endress.com](mailto:caleb.delieto@endress.com) | [www.us.endress.com](http://www.us.endress.com)



STATE OF WASHINGTON

# BUSINESS LICENSE

Issue Date: Mar 02, 2024

Unified Business ID #: 601053387

Business ID #: 001

Location: 0003

Expires: Aug 31, 2024

Profit Corporation

FIELD INSTRUMENTS AND CONTROLS, INC.  
STE 112  
7509 S 5TH ST  
RIDGEFIELD WA 98642-7157

UNEMPLOYMENT INSURANCE - ACTIVE  
MINOR WORK PERMIT - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE

### CITY/COUNTY ENDORSEMENTS:

RIDGEFIELD GENERAL BUSINESS - ACTIVE

SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 2/28/2025) - ACTIVE

### DUTIES OF MINORS:

Ages 16-17: CLEANING, SHIPPING PACKAGES

Ages 14-15: CLEANING, SHIPPING PACKAGES

### LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Occupations involving exposure to substances which are carcinogenic, corrosive, highly toxic, toxic sensitizers, or that cause reproductive health effects or irreversible end organ damage is prohibited for minors under 18. WAC 296-125-030(25)

Service occupations: if a minor works past 8 p.m., minor must be supervised by a responsible adult employee who is on the premises at all times. WAC 296-125-030(30)

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

Director, Department of Revenue

UBI: 601053387 001 0003

FIELD INSTRUMENTS AND CONTROLS, INC.  
STE 112  
7509 S 5TH ST  
RIDGEFIELD WA 98642-7157

FOLD HERE

STATE OF WASHINGTON

UNEMPLOYMENT INSURANCE - ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
MINOR WORK PERMIT - ACTIVE  
TAX REGISTRATION - ACTIVE  
RIDGEFIELD GENERAL BUSINESS - ACTIVE  
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 2/28/2025) - ACTIVE

FOLD HERE

Expires: Aug 31, 2024

Director, Department of Revenue



STATE OF WASHINGTON

# BUSINESS LICENSE

Profit Corporation

FIELD INSTRUMENTS AND CONTROLS, INC.  
STE 112  
7509 S 5TH ST  
RIDGEFIELD WA 98642-7157

REGISTERED TRADE NAMES:

FIELD INSTRUMENTS & CONTROLS, INC.

Issue Date: Mar 02, 2024

Unified Business ID #: 601053387

Business ID #: 001

Location: 0003

Expires: Aug 31, 2024

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

Director, Department of Revenue

UBI: 601053387 001 0003

FIELD INSTRUMENTS AND CONTROLS, INC.  
STE 112  
7509 S 5TH ST  
RIDGEFIELD WA 98642-7157

STATE OF WASHINGTON

FOLD HERE

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
MINOR WORK PERMIT - ACTIVE  
TAX REGISTRATION - ACTIVE  
RIDGEFIELD GENERAL BUSINESS - ACTIVE  
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 2/28/2025) - ACTIVE

Expires: Aug 31, 2024

Director, Department of Revenue



## IMPORTANT!

### PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

#### General Information

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

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

Login to My DOR at [dor.wa.gov](http://dor.wa.gov) if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

#### Endorsements

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

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

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

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



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/15/2024

**Committee Agenda type:** Consent

**Date Rec'd**

3/21/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 04/29/2024

**Submitting Dept** WATER & HYDROELECTRIC SERVICES

**Project #**

**Contact Name/Phone** LOREN SEARL 509-625-7821

**Bid #**

**Contact E-Mail** LSEARL@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type** Contract Item

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

**Agenda Item Name** ROCKWOOD NEIGHBORHOOD MOU

**Agenda Wording**

Rockwood Neighborhood Council has helped maintain a city owned parcel located at Rockwood & 12th.

**Summary (Background)**

The City and the Neighborhood Council both wish to continue this collaboration of efforts and memorialize this agreement and the responsibilities of each party.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

This agreement does not increase any budgetary strains for the city. It will ultimately reduce the efforts provided by the city and increase the aesthetics of this parcel.

**Amount**

**Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

**Dept Head**

SEARL, LOREN

**Division Director**

FEIST, MARLENE

**Accounting Manager**

ORLOB, KIMBERLY

**Legal**

HARRINGTON,

**For the Mayor**

PICCOLO, MIKE

**Additional Approvals**

**Distribution List**

rrpenaluna@spokanecity.org

nrussell@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	PIES
<b>Submitting Department</b>	Water
<b>Contact Name</b>	Loren Searl
<b>Contact Email &amp; Phone</b>	<a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> 625-7821
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Rockwood Neighborhood MOU
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Historically, the Rockwood Neighborhood Council has helped maintain a city owned parcel located at Rockwood & 12 <sup>th</sup> . The City and the Neighborhood Council both wish to continue this collaboration of efforts and memorialize this agreement and the responsibilities of each party.
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p><b>Narrative:</b> <u>This agreement does not increase any budgetary strains for the city. It will ultimately reduce the efforts provided by the city and increase the aesthetics of this parcel.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.</li> </ul>	

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

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

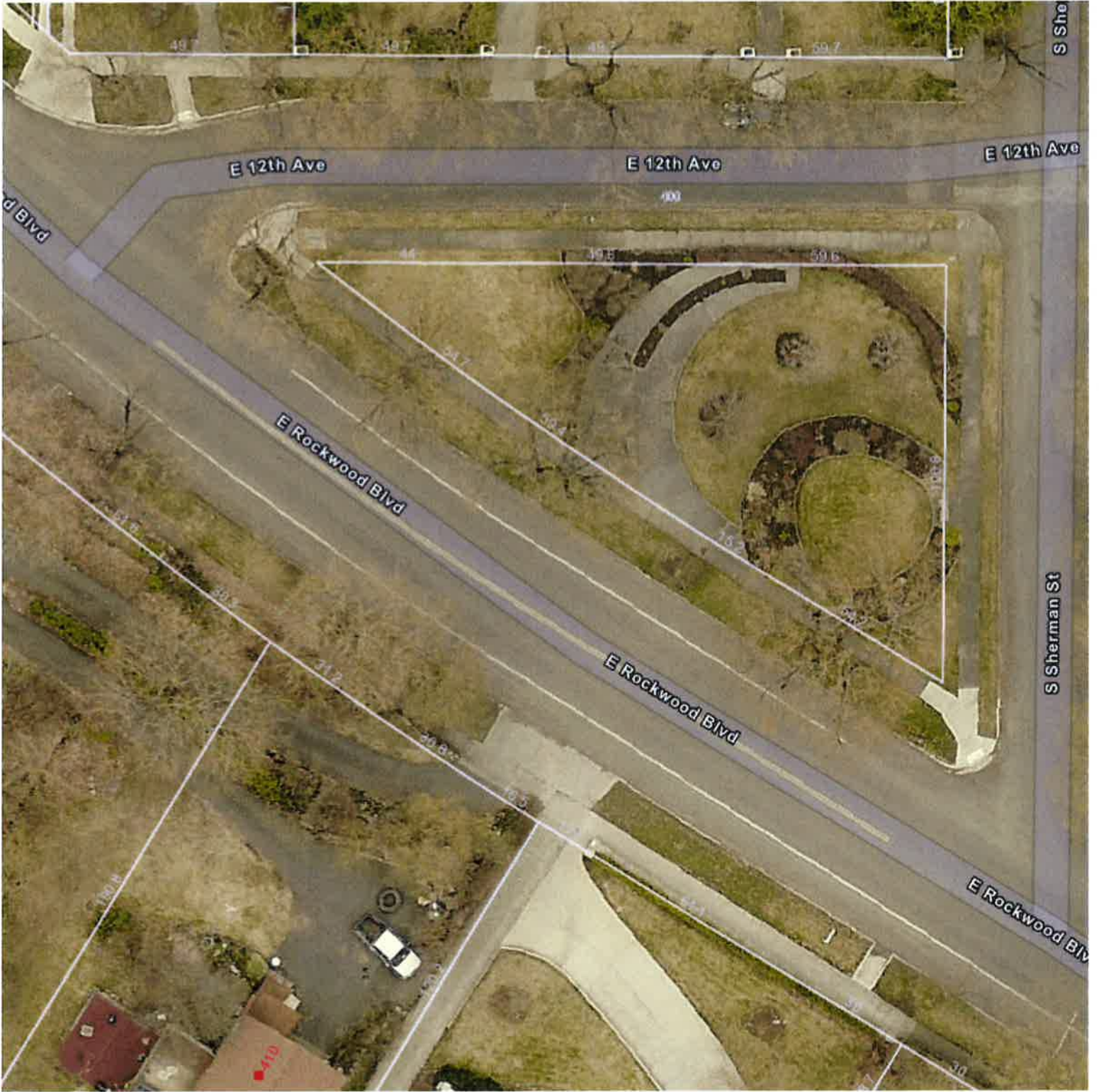
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

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

### **Council Subcommittee Review**

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



Clerks No. OPR 2019-

**MEMORANDUM OF AGREEMENT**  
**Between**  
**the City of Spokane**  
**and the Rockwood Neighborhood Council**

This Memorandum of Agreement (“Agreement”) is made and effective on \_\_\_\_\_, 202\_\_\_\_, by and between the City of Spokane, a municipal corporation located in the state of Washington (“City”), and the Rockwood Neighborhood Council (“Neighborhood Council, and the Rockwood Triangle subcommittee”), a Neighborhood Council, established under the City of Spokane Charter Section VII.

WHEREAS, the City has a traffic island, including planting beds, where Rockwood Blvd, intersects with 12<sup>th</sup> Avenue, respectively, in the Rockwood Neighborhood of Spokane (the “traffic island”); and

WHEREAS, the City desires the Neighborhood Council, to plant and maintain on the traffic island planning beds vegetation that the City deems satisfactory, and the Neighborhood Council desire the City to maintain the grass, trees, and irrigation system to a level that the Neighborhood Council deems satisfactory; and

WHEREAS, the Parties desire to memorialize their agreement as to the working arrangements necessary to complete the aforementioned project (the “Project”);

NOW, THEREFORE, the parties mutually agree as follows:

1. **The City’s Obligations** The City shall (a) provide a planting bed, including topsoil and irrigation system, on the Traffic Island; (b) allow the Neighborhood Council to choose reasonable species of plants on the Traffic Island; (c) maintain the irrigation system in a functioning manner; (d) maintain all areas of this island that are outside of the planter beds; (e) maintain all trees within the Traffic Island. The City reserves the right to require any sigh-obscuring vegetation be altered or removed so as to provide appropriate pedestrian or vehicular line of sight.

2. **The Neighborhood Council Obligations.** The Neighborhood Council shall (a) choose reasonable species of plants to plant on the Traffic Island; (b) obtain and plant these plants on the Traffic Island; (c) maintain these plants in reasonable condition, if necessary, replacing them; and (d) maintain the planting bed on the Traffic Island in reasonable condition by weeding them and, if necessary, replacing there lost or eroded topsoil. The Neighborhood Council shall communicate with the City before the installation of the plants to assure they do not create pedestrian or vehicular line of sight issues.

3. **Safety.** The Neighborhood Council and all participating residents shall take all necessary precautions while working in and around the Traffic Island, which are in the public right of way. The City does not assume liability for the safety of those volunteers working in and around the Traffic Island. Participating residents and their employees and agents shall not block or divert auto or bicycle traffic from any vehicle travel lanes, beyond momentarily crossing the travel lands to access the planters and improvements.

4. **Waiver and Release of Liability.** Each person participating on behalf of the Owners in performing the obligations of the Neighborhood Council under this Agreement shall sign a Waiver and Release of Liability provided by the City prior to participating in this project, which waiver shall release the City from liability for injuries occurring during the performance of the Owner's obligations under this Agreement.

5. **Indemnification.** The Neighborhood Council agree to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from or connected with the obligations performed or to be performed under this Agreement by the Neighborhood Council, their agents or employees to the fullest extent permitted by law. The participating residents are not hereby made liable for or bound to indemnify the City for any losses, damages or causes of action which result in property damage or bodily injury based upon the mere existence of such improvements or the design, construction or repair of such improvements by or on behalf of the City.

6. **Assignment and Delegation.** No party may assign its rights or delegate its duties created under this Agreement without every other party's prior written consent, which the other parties shall not unreasonably withhold. Notwithstanding the forgoing, the undersigned Owners may form a non-profit association of the participating Owners and delegate their duties under this Agreement to such association. Upon such delegation, the direct obligations of the undersigned Owners shall be of no further force or effect.

7. **Modification.** This Memorandum shall not be amended, altered, or otherwise changed except by written agreement signed by all parties, or their assignees or delegates.

8. **Term.** The provisions of this Memorandum shall remain in effect indefinitely from the date of signing. The City reserves the right to terminate this agreement for any reason upon thirty (30) days' notice, or immediately based upon any public health, safety, or welfare concerns.

9. **Governing Law.** This Agreement shall be construed in accordance with the laws of the state of Washington. Any dispute, or litigation arising from, or to enforce this Agreement shall be handled by a court of competent jurisdiction located in Spokane County, Washington.

10. **Entire Agreement.** This Memorandum is fully integrated and constitutes the final, complete, and exclusive statement of the agreement between the parties.



Agreed to by the parties on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

DocuSigned by:  
*Doreen*  
D3EB19E86899403...

2/7/2024

\_\_\_\_\_  
Chair, Rockwood Neighborhood Council

\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City of Spokane

\_\_\_\_\_, 20\_\_.

Approved as to form:

Attest:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Spokane City Clerk



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/15/2024

**Committee Agenda type:** Consent

**Date Rec'd** 3/26/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:**

**Submitting Dept** ENGINEERING SERVICES

**Project #** 2022077

**Contact Name/Phone** DAN BULLER 625-6391

**Bid #**

**Contact E-Mail** DBULLER@SPOKANECITY.ORG

**Requisition #**

**Agenda Item Type** Engineer Construction Contract

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

**Agenda Item Name** 0370 – LOW BID AWARD – 9TH AND PINE BOOSTER STATION (2022077)

**Agenda Wording**

Low Bid of (to be determined at bid opening) (City, ST) for 9th and Pine Booster Station - \$\_\_ plus tax. An administrative reserve of \$\_\_ plus tax, which is 10% of the contract, will be set aside. (Cliff-Cannon Neighborhood Council)

**Summary (Background)**

On \_\_\_\_, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$\_\_, which is \$\_\_ or % (above/below) the Engineer's Estimate of \_\_. \_\_ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

**Amount**

**Budget Account**

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



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

**Additional Approvals**

**Distribution List**

ddaniels@spokanecity.org

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

kgoodman@spokanecity.org

jgraff@spokanecity.org

pyoung@spokanecity.org


## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

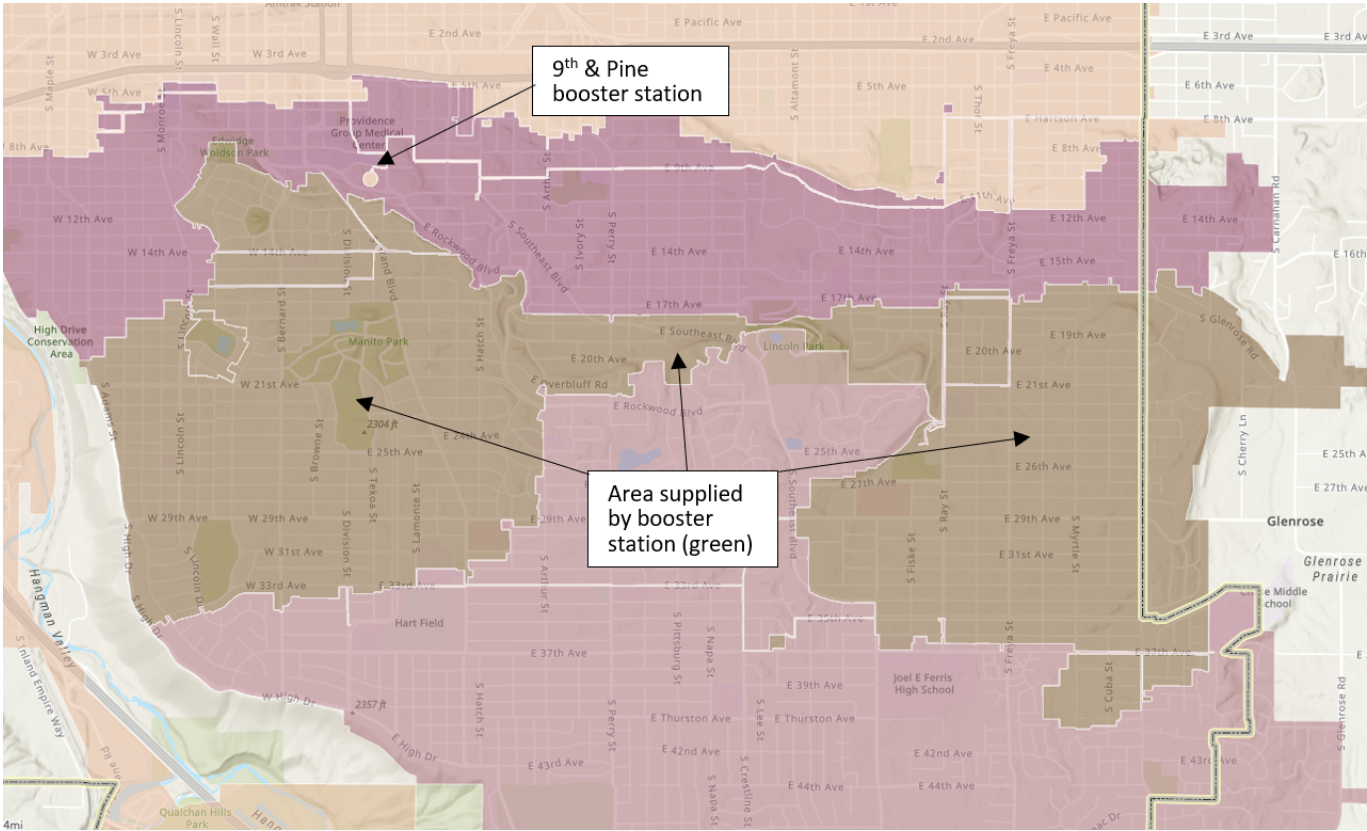
<b>Committee Date</b>	4-15-24
<b>Submitting Department</b>	Engineering Services
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	9 <sup>th</sup> & Pine Booster Station Replacement
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> <li>This project replaces a 60 year old underground booster station which is at the end of its service life. See first attached exhibit.</li> <li>The proposed replacement booster station will be above ground meeting modern safety and electrical standards.</li> <li>This booster station supplies water to Spokane’s mid-south hill – roughly 17<sup>th</sup> Ave to 34<sup>th</sup> Ave. See second attached exhibit.</li> <li>This project is expected to be constructed beginning this fall and finishing late next year, depending on delivery times for very long lead time items like large pumps and large electrical.</li> <li>Except for the tie in of this booster station on 9<sup>th</sup> Ave., traffic impacts will be minimal since this project is outside the roadway.</li> </ul>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$4M</u> Current year cost: \$1M Subsequent year(s) cost: \$3M (2025)	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b> <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.</li> </ul>	

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  
N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?  
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

### Council Subcommittee Review

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





**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/15/2024**Committee Agenda type:** Consent**Date Rec'd**

3/26/2024

**Clerk's File #****Renews #****Cross Ref #****Council Meeting Date:****Submitting Dept**

ENGINEERING SERVICES

**Project #**

2021046, 047,

**Contact Name/Phone**

DAN BULLER 625-6391

**Bid #****Contact E-Mail**

DBULLER@SPOKANECITY.ORG

**Requisition #****Agenda Item Type**

Engineer Construction Contract

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

0370 – LOW BID AWARD – TRAFFIC CALMING PROJECTS CYCLE 11 (2021046)

**Agenda Wording**

Low Bid of (to be determined at bid opening) (City, ST) for Traffic Calming Cycle 11 - \$\_\_. An administrative reserve of \$\_\_, which is 10% of the contract, will be set aside. (Various Neighborhood Councils)

**Summary (Background)**

On \_\_\_\_, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$\_\_, which is \$\_\_ or % (above/below) the Engineer's Estimate of \_\_. \_\_ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

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

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

**Additional Approvals**

**Distribution List**

ddaniels@spokanecity.org

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

kgoodman@spokanecity.org

jgraff@spokanecity.org

pyoung@spokanecity.org




## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	4-15-24
<b>Submitting Department</b>	Engineering Services
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Traffic Calming Cycle 11
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> <li>This is the annual neighborhood traffic calming project funded by red light camera funds.</li> <li>Project components can be seen in the attached exhibits and are spread throughout the city.</li> <li>This project will advertise in May with work occurring this summer and fall.</li> </ul>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1.5M</u></p> <p>    Current year cost: \$1.5M</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.</li> <li>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A</li> <li>How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?</li> </ul>	

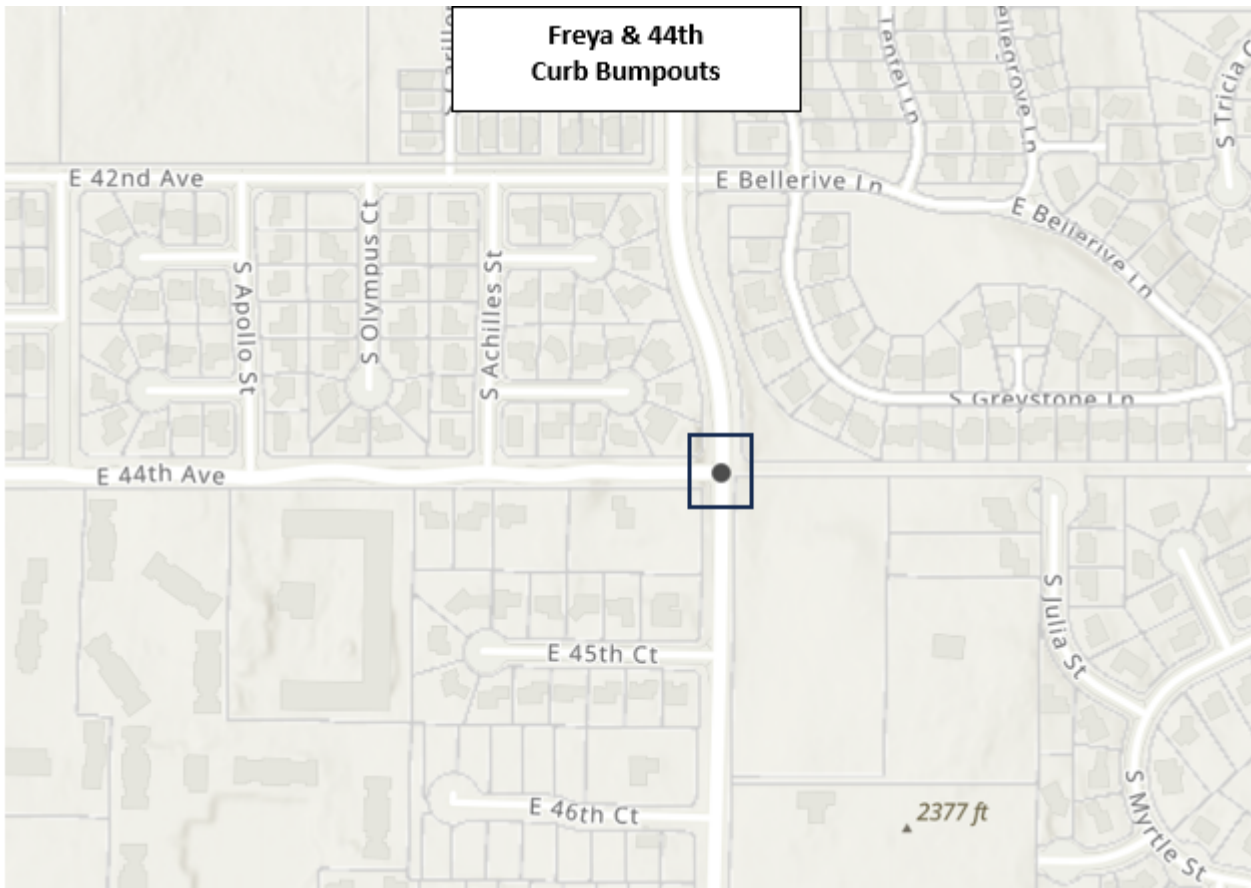
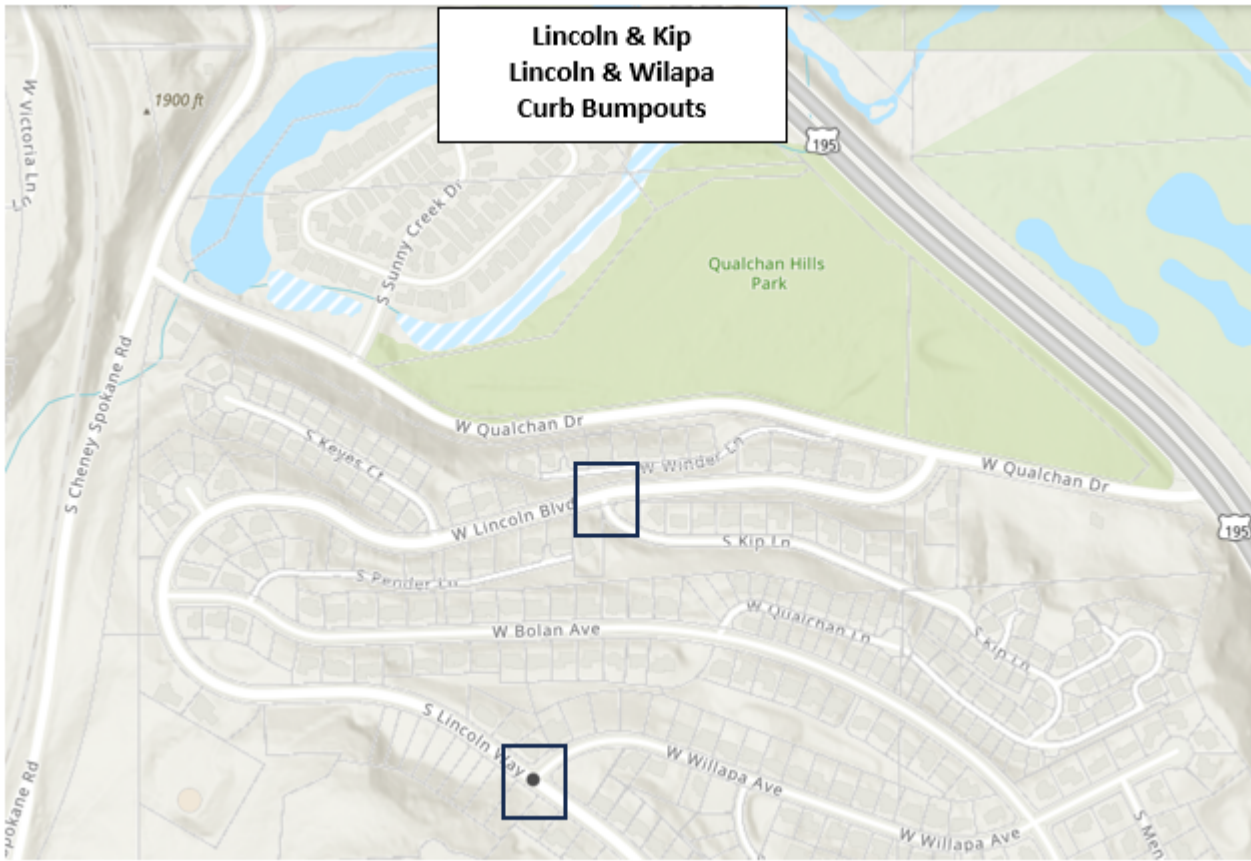
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

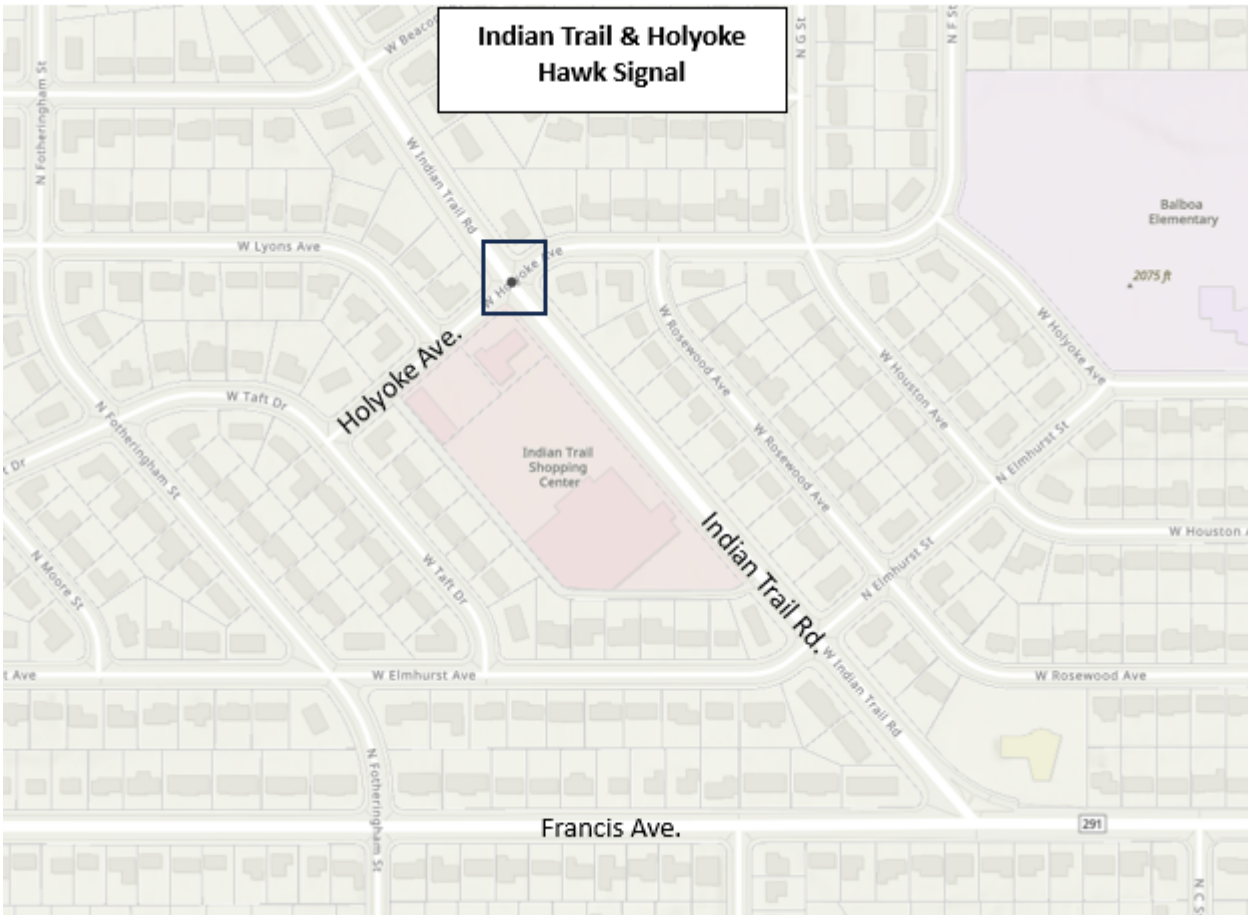
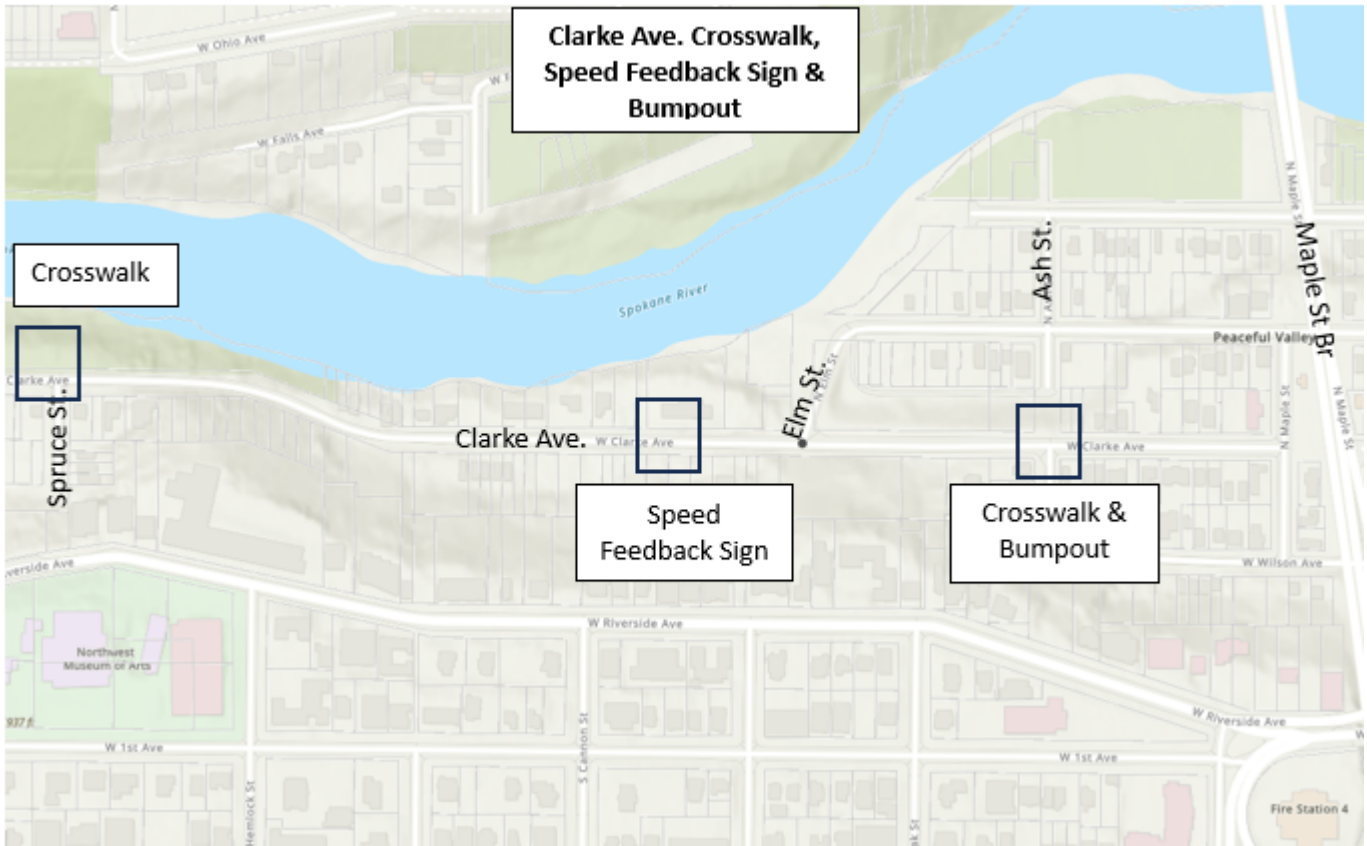
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

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

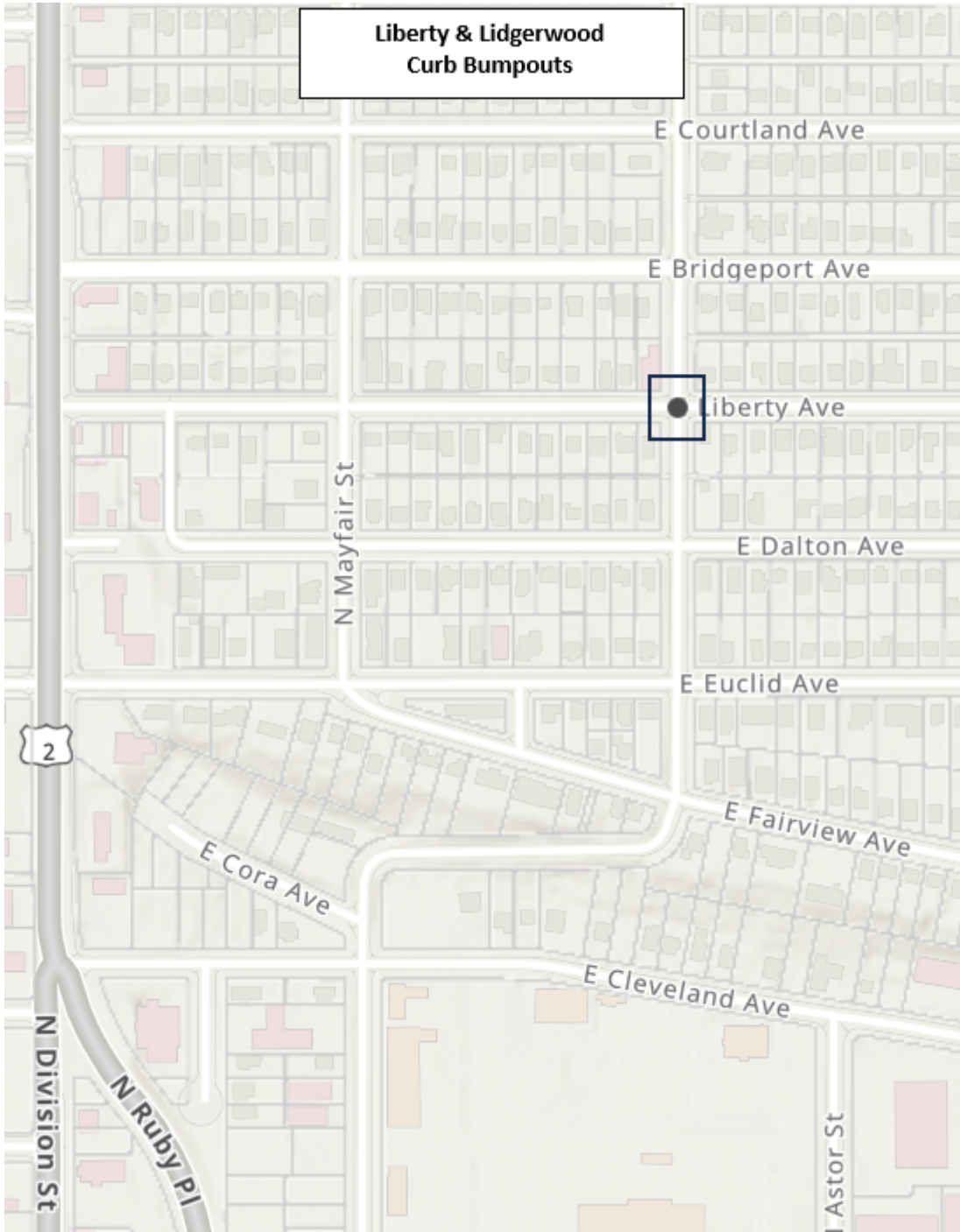
#### **Council Subcommittee Review**

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

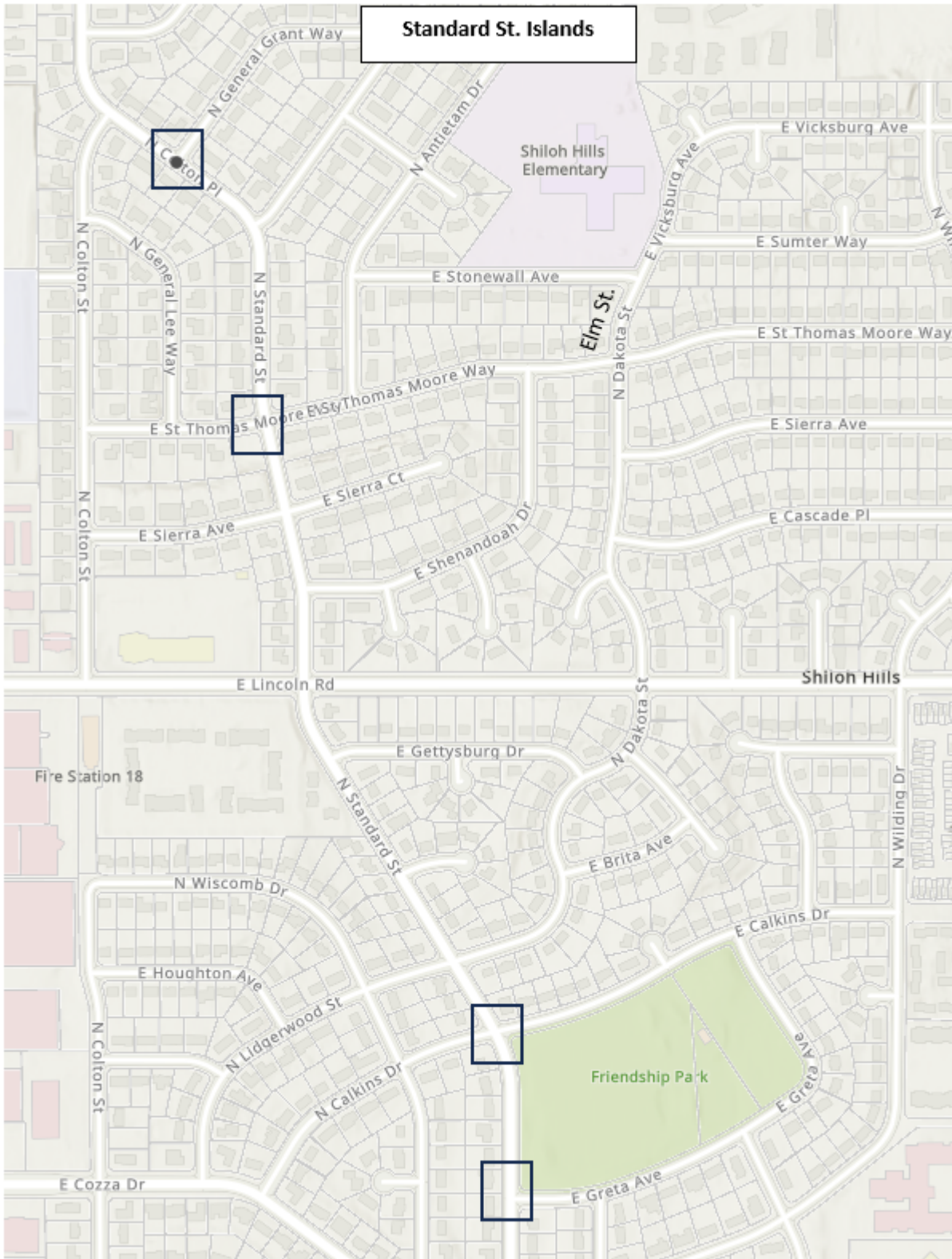




**Liberty & Lidgerwood  
Curb Bumpouts**



**Standard St. Islands**



**Continuation of Wording, Summary, and Distribution**

**Agenda Item Name:** 4320 RESOLUTION AND PURCHASE WITH KGS NORTHWEST, LL

**Agenda Wording** (630 character max)

**Summary (Background)** (870 character max)

The same maintenance crews attend to both the plant and the lift stations. There are over 200 plug valves at the treatment plant alone, and Milliken has been adopted to provide the benefits and cost savings of the reduction of required parts inventories, the reduction of training required for staff to maintain multiple brands of valves, the increased safety that comes with familiarity and standardization.

**Fiscal Impact**

**Budget Account**

Select ▼ \$  #

Select ▼ \$  #

**Distribution List**

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

**Save**

**Cancel**

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/15/2024**Committee Agenda type:** Consent**Date Rec'd**

3/25/2024

**Clerk's File #****Renews #****Cross Ref #****Council Meeting Date:** 04/29/2024**Submitting Dept**

WASTEWATER MANAGEMENT

**Project #****Contact Name/Phone**

KYLE 625-4647

**Bid #****Contact E-Mail**

KARRINGTON@SPOKANECITY.ORG

**Requisition #**

VALUE BLANKET

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4320 RESOLUTION WITH KGS NORTHWEST, LLC.

**Agenda Wording**

Resolution to authorize sole source procurement and authorizing its purchase from KGS Northwest, LLC. to supply Milliken plug valves, parts and supplies from June 1, 2024 through May 31, 2029 for a cost before taxes of \$500,000.00 over 5 years.

**Summary (Background)**

RPWRF uses Milliken plug valves throughout the plant and at the City's lift stations. Using the same valves decrease the time needed to do the replacements and eliminates the need to make piping modifications to accommodate size differences that would be associated with valves of other manufacturers. Using different valves would increase the time the plant or station would need to be off-line thereby increasing the risk of system failure.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 500,00.000 over 5 years

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

Value Blanket

**Amount****Budget Account**

Expense \$ 500,000.00

# 4320.43230.35148.53210

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Select \$

#





**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

The same maintenance crews attend to both the plant and the lift stations. There are over 200 plug valves at the treatment plant alone, and Milliken has been adopted to provide the benefits and cost savings of the reduction of required parts inventories, the reduction of training required for staff to maintain multiple brands of valves, the increased safety that comes with familiarity and standardization.

<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GENNETT, RAYLENE		
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		

<b>Distribution List</b>	
andrea.harris@kgsnorthwest.com	hbarnhart@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	hbarnhart@spokanecity.org
rpwrfaccounting@spokanecity.org	

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	April 15, 2024
<b>Submitting Department</b>	Wastewater Management/RPWRP
<b>Contact Name</b>	Kyle Arrington
<b>Contact Email &amp; Phone</b>	<a href="mailto:karrington@spokanecity.org">karrington@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Bingle, CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Resolution to authorize sole source procurement and authorizing its purchase from KGS Northwest, LLC
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>RPWRP uses Milliken plug valves throughout the plant and at the City's lift stations. Using the same valves decrease the time needed to do the replacements and eliminates the need to make piping modifications to accommodate size differences that would be associated with valves of other manufacturers. Using different valves would increase the time the plant or station would need to be off-line thereby increasing the risk of system failure. The same maintenance crews attend to both the plant and the lift stations. There are over 200 plug valves at the treatment plant alone, and Milliken has been adopted to provide the benefits and cost savings of the reduction of required parts inventories, the reduction of training required for staff to maintain multiple brands of valves, the increased safety that comes with familiarity and standardization.</p> <p>The Sole Source Resolution declaring Milliken plug valves, parts and supplies procurement from the only authorized dealer, KGS Northwest, LLC. (Bellevue, WA) at an estimated cost of \$500,000 over 5 years for June 1, 2024 through May 31, 2029.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$500,000.00</u> Current year cost: Value Blanket over 5 years Subsequent year(s) cost:	
<b>Narrative:</b> <u>Maintenance and Supplies</u>	
<b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Maintenance and Operating Supplies	
<b>Expense Occurrence</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	

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

- What impacts would the proposal have on historically excluded communities?  
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  
N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?  
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. Resolution to authorize sole source procurement and authorizing its purchase from KGS Northwest, LLC – PIES on April 15, 2024.

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring KGS Northwest, LLC, (Bellevue, WA) a sole-source provider and authorizing the City to enter into a value blanket order for Milliken Valves and Valve Parts for a five (5) year period - approximately \$500,000, without public bidding.

WHEREAS, nearly all of the current valves and valve parts at the Riverside Park Water Reclamation Facility and at City lift stations are Milliken Valves and Valve Parts, and such Milliken Valves and Valve Parts have become the plant standard; and

WHEREAS, the same maintenance crew maintains the various lift stations throughout the City as well as the Reclamation Facility, where hundreds of Milliken plug Valves are in current use; and

WHEREAS, the standardization of valves and valve parts provides a benefit to the City of reduction of required parts inventory and reduction of training required for staff to maintain multiple brands of valves; and

WHEREAS, using standard valves and Valve Parts will eliminate the need to make piping modifications to accommodate size differences associated with other manufacturer's valves and further increases employee safety that comes with familiarity and standardization and decreases the time needed to make replacements and therefore decreases the time lift stations would be off-line; and

WHEREAS, decreased lift station time off-line decreases the risk of temporary pumping failure and potential spillage to the Spokane River; and

WHEREAS, The City would be fined if we do not have the equipment to keep the plant process running; and

WHEREAS, It is to the benefit of the City and its citizens to maintain standardization to further streamline future maintenance operations; and

WHEREAS, KGS Northwest, LLC, is the sole representative in the State of Washington for Milliken products; and

WHEREAS, the department anticipates the purchase of assorted valves and valve parts to be approximately \$500,000 over the next five (5) years, which exceeds the 2024 public bid limit of \$50,000 for goods;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the purchase of the Milliken Valves and Valve Parts a sole-source purchase through KGS Northwest, LLC.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) Value Blanket Order for the Milliken Valves and Valve Parts on an "as needed" basis in an amount not to exceed \$500,000, maximum, without public bidding.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**KGS Northwest**  
 16726 146th ST SE, Suite 121  
 Monroe, WA 98272  
 425-451-0667



# SALES ESTIMATE

<b>ADDRESS</b>	<b>SHIP TO</b>	<b>SALES ESTIMATE # 3774</b>
City of Spokane Wastewater	TBD	<b>DATE 02/28/2024</b>
Attn: Heather Barnhart		

<b>SHIP VIA</b>	<b>PROJECT</b>
Ground PPD&ADD	VB-301057 Blanket Renewal

ITEM	ITEM DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
0600-601N1AGHWS3PF1 (NS)	6" Milliken ECC 601A Full Round Port Plug, 125# Flanged Ends, CI Body, DI Plug Coated in Buna, Nickel Seat, 316 SS Bearings, PTFE Grit Seals, 16 Mils avg Fusion Bond Epoxy Coating, 316 SS Hardware, Gear Operated with Handwheel. Import. 175psi.	1	1,160.63	1,160.63
0800-601N1AGHWS3PF1 (NS)	8" Milliken ECC 601A Full Round Port Plug, 125# Flanged Ends, CI Body, DI Plug Coated in Buna, Nickel Seat, 316 SS Bearings, PTFE Grit Seals, 16 Mils avg Fusion Bond Epoxy Coating, 316 SS Hardware, Gear Operated with Handwheel. Import. 175psi.	1	1,545.68	1,545.68
1000-601N1AGHWS3PF1 (NS)	10" Milliken ECC 601A Full Round Port Plug, 125# Flanged Ends, CI Body, DI Plug Coated in Buna, Nickel Seat, 316 SS Bearings, PTFE Grit Seals, 16 Mils avg Fusion Bond Epoxy Coating, 316 SS Hardware, Gear Operated with Handwheel. Import. 175psi.	1	2,428.75	2,428.75
1400-601N1AGHWS3PF1 (NS)	14" Milliken ECC 601A Full Round Port Plug, 125# Flanged Ends, CI Body, DI Plug Coated in Buna, Nickel Seat, 316 SS Bearings, PTFE Grit Seals, 16 Mils avg Fusion Bond Epoxy Coating, 316 SS Hardware, Gear Operated with Handwheel. Import. 150psi.	1	5,086.25	5,086.25
1600-601N1AGHWS3PF1 (NS)	16" Milliken ECC Standard Port Plug Valve, 125# Flanged, CI Body, DI Plug Coated in Buna, Nickel Seat, 316 SS Bearings, PTFE Grit Seals, 16 Mils avg Fusion Bond Epoxy Coating, Above Ground Gear with Handwheel Operator. Import Materials. 150psi.	1	5,690.15	5,690.15
1800-601N1AGHWS3PF1 (NS)	18" Milliken ECC 601A Full Round Port Plug, 125# Flanged Ends, CI Body, DI Plug Coated in Buna, Nickel Seat, 316 SS Bearings, PTFE Grit Seals, 16 Mils avg Fusion Bond Epoxy Coating, 316 SS Hardware, Gear Operated with Handwheel. Import. 150psi.	1	6,731.25	6,731.25
0400-606DN1AGHWS3PF1 (NS)	4" Milliken 606D Standard Port Plug, Grooved End for DI Pipe, CI Body, DI Plug Coated in Buna, Nickel Seat, 316 SS Bearings, PTFE Grit Seals, 16 Mils avg Fusion Bond Epoxy Coating, 316 SS Hardware, Gear Operated with Handwheel. Import. 175psi.	1	792.55	792.55

ITEM	ITEM DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
0800-606DN1AGHWS3PF1 (NS)	8" Milliken 606D Standard Port Plug, Grooved End for DI Pipe, CI Body, DI Plug Coated in Buna, Nickel Seat, 316 SS Bearings, PTFE Grit Seals, 16 Mils avg Fusion Bond Epoxy Coating, 316 SS Hardware, Gear Operated with Handwheel. Import. 175psi.	1	1,545.63	1,545.63
1000-606DN1AGHWS3PF1 (NS)	10" Milliken 606D Standard Port Plug, Grooved End for DI Pipe, CI Body, DI Plug Coated in Buna, Nickel Seat, 316 SS Bearings, PTFE Grit Seals, 16 Mils avg Fusion Bond Epoxy Coating, 316 SS Hardware, Gear Operated with Handwheel. Import. 175psi.	1	2,428.75	2,428.75
0800-8001AB1LW (NS)	8" Milliken AWWA C508 Swing Check Valve, 125# Flanged, CI Body, Bronze Body Seat, CI Disc with Buna Ring, SS Hinge Pin, 8 Mils Epoxy Coating, Outside Lever & Weight.	1	1,921.88	1,921.88
1400-8001AB1LW (NS)	14" Milliken AWWA C508 Series 8001 Swing Check Valve, Full Water Way, 125# Flanged Ends, CI Body, CI Cover, CI Disc, Bronze Body Seat Ring, Buna-N Disc Seat Ring, Single Outside Lever & Weight, 8 Mils Carboguard Epoxy Coating, Single Outside Lever & Weight. 150psi. Import.	1	6,670.10	6,670.10
Quote	<p>*****</p> <p>Please assume a +4-5% Annual Factory Price Increase to the prices quoted above for any valves ordered 2025-2028. Upon request his quote will be updated annually with current pricing. Quoted by:            andrea.harris@kgsnorthwest.com            FOB: Ship Point @ Factory (Kimball, TN 30506)</p>			

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TOTAL **\$36,001.62**

Accepted By

Accepted Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/15/2024**Committee Agenda type:** Consent**Date Rec'd**

4/1/2024

**Clerk's File #**

OPR 2022-0627

**Renews #****Cross Ref #****Council Meeting Date:** 04/29/2024**Submitting Dept**

ENGINEERING SERVICES

**Project #**

2022086

**Contact Name/Phone**

DAN BULLER 625-6391

**Bid #****Contact E-Mail**

DBULLER@SPOKANECITY.ORG

**Requisition #****Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

0370 - STRUCTURAL ENGINEERING ON-CALL CONTRACT INCREASE - LSB

**Agenda Wording**

Contract amendment with LSB Consulting Engineers, PLLC (Spokane, WA) to increase contract cost for structural engineering on-call services through 12/31/2024 - additional \$500,000.00. Total contract cost \$1,000,000.00.

**Summary (Background)**

The agreement for structural engineering services is for a period of two years, with a one year option to extend. The original contract amount of \$500,000.00 has nearly been exhausted, therefore Engineering Services requests an additional \$500,000.00 for a new contract total of \$1,000,000.00.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 500,000.00

Current Year Cost \$ 250,000.00

Subsequent Year(s) Cost \$ 250,000.00

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

Expense \$ 500,000.00

# VARIOUS

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#





**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

**Dept Head**

BULLER, DAN

**Division Director**

FEIST, MARLENE

**Accounting Manager**

ORLOB, KIMBERLY

**Legal**

HARRINGTON,

**For the Mayor**

PICCOLO, MIKE

**Additional Approvals**

**Distribution List**

David Linke linke@lsbengineers.com

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

dbuller@spokanecity.org

jradams@spokanecity.org


## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	4-15-24
<b>Submitting Department</b>	Engineering Services
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Additional funds for structural engineering on-call contract with LSB
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> <li>Engineering Services has “on-call” contracts with various consultants for specialized engineering or related services (structural engineering, geotech engineering, historic resources, electrical engineering, real estate acquisition, landscape architect, surveying, general civil design and construction management) associated with the City’s public works projects. These firms are selected based on qualifications as required by RCW 39. These agreements typically last from 2-3 years.</li> <li>The City’s contract with LSB Consulting Engineers, the City’s structural engineering consultant, for the original amount of \$500,000 is nearly out of funds due in part to a couple of projects costing about \$200,000 each and so Engineering Services will be requesting an additional \$500,000.</li> <li>This contract expires on 12-31-24 and has an optional 1 year extension.</li> <li>Funds expended under this contract are reimbursed by the public works contract for which the consultant is hired, generally state or federal loans/grants.</li> </ul>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$500,000</u> Current year cost: \$250,000 Subsequent year(s) cost: \$250,000  <b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue  <b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a>  <b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b> <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities?</li> </ul>	

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

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

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

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

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

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

#### **Council Subcommittee Review**

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



**CITY OF SPOKANE**  
**CONTRACT AMENDMENT**  
**Title: ON-CALL 2022-2024 STRUCTURAL  
ENGINEERING FOR NON-FEDERAL AID PROJECTS**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **LSB CONSULTING ENGINEERS, PLLC**, whose address is 523 East 3<sup>rd</sup> Avenue, Spokane, Washington 99202 as (“Consultant”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide On-Call 2022-2024 Structural Engineering for Non-Federal Aid Projects for the City; and

WHEREAS, additional funds are required, thus the original Contract needs to be formally Amended by this written document; and

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated September 19, 2022 and September 21, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on May 1, 2024, and shall end December 31, 2024.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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



**LSB CONSULTING ENGINEERS, PLLC**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

24-051

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	3-18-24
<b>Submitting Department</b>	Engineering Services
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Maple St. Br. North Bank Erosion Mitigation
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> <li>• As shown in the attached pictures, beneath the north end of the Maple St. bridge, significant erosion has occurred.</li> <li>• This erosion is believed to have been caused by plugged stormwater infrastructure (it is very difficult to access these catch basins and pipes beneath the bridge on a steep hillside) and a broken seal in the bridge joint.</li> <li>• Both of these root causes have now been corrected and the eroded area needs to be filled by way of the project that is the subject of this briefing paper.</li> <li>• This project will fill the eroded area in such a way that the fill will stay in place even with transient pedestrian traffic atop the fill.</li> </ul>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$0.5M</u></p> <p>    Current year cost:</p> <p>    Subsequent year(s) cost: \$0</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Funding comes from multiple sources</p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is</li> </ul>	

both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their city utility bills.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

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

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

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

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

### **Council Subcommittee Review**

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







**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/15/2024**Committee Agenda type:** Consent**Date Rec'd**

4/3/2024

**Clerk's File #****Renews #****Cross Ref #****Council Meeting Date:** 04/29/2024**Submitting Dept**

STREETS

**Project #****Contact Name/Phone**

CLINT HARRIS 625-7744

**Bid #**

ITB #6057-24

**Contact E-Mail**

CEHARRIS@SPOKANECITY.ORG

**Requisition #**

VB

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

BWILKERSON KKLITZKE JBINGLE

**Agenda Item Name**

1100 - STREET DEPARTMENT MAGNESIUM INFUSED SALT

**Agenda Wording**

The Street Department is seeking approval to purchase Magnesium Infused Road Salt at a cost not to exceed \$100,000.00.

**Summary (Background)**

This infused salt, with a product name "road rage" was put out for bid (ITB #6057-24) and is awarded to Custom Salt Solutions. This product is used to address Winter roadway conditions. This material is used by the Street Department during the winter months to aid in road deicing

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 100,000.00

Current Year Cost \$ 100,000.00

Subsequent Year(s) Cost \$ N/A

**Narrative**

This product was put out for bid and the low bidder received the award.

**Amount****Budget Account**

Expense \$ 100,000.00

# 1100-21800-42660-53210-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	HARRIS, CLINT E.
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

<b><u>PURCHASING</u></b>	PRINCE, THEA

**Distribution List**

Bryce Lund, bryce@customsaltsolutions.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	jdykes@spokanecity.org
jklapp@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	tbrazington@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	04/15/2024
<b>Submitting Department</b>	Streets
<b>Contact Name</b>	Clint Harris
<b>Contact Email &amp; Phone</b>	<a href="mailto:ceharris@spokanecity.org">ceharris@spokanecity.org</a> , 509-625-7744
<b>Council Sponsor(s)</b>	<u>Wilkerson, Bingle, Klitzke</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	1100 – Street Department Magnesium Infused Salt
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Street Department is seeking approval to purchase Magnesium Infused Road Salt at a cost not to exceed \$100,000.00.</p> <p>This infused salt, with a product name “road rage” was put out for bid (ITB #6057-24) and is awarded to Custom Salt Solutions. This product is used to address Winter roadway conditions.</p> <p>This material is used by the Street Department during the winter months to aid in road deicing</p>
<p><b>Fiscal Impact</b>    \$100,000.00</p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$100,000.00</u></p> <p>    Current year cost: \$100,000.00</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> <u>This product was put out for bid and the low bidder received the award.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A, this product is used city-wide based upon road conditions.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A, this product is used city-wide based upon road conditions.	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Evaluation and consideration of this product and its appropriateness relative to other Winter Material products are constantly done during Winter months.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
This product supports safe movement along City roadways.

## Bid Response Summary

**Bid Number** ITB 6057-24  
**Bid Title** Snow and Ice Control Products  
**Due Date** Monday, February 12, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Custom Salt Solutions  
**Submitted By** Bryce Lund - Monday, February 12, 2024 9:55:41 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 bryce@customsaltsolutions.com 5094893100

**Comments**

**Question Responses**

Group	Reference Number	Question	Response
BACKGROUND			
	1	The City of Spokane Street Maintenance Division is responsible for cleaning, repairing and performing preventative maintenance on the 2,200 lane miles of paved streets and 61 lane miles of gravel streets. The Street Department operates 24 hours a day, seven days a week during the Winter Season and uses a considerable quantity of Ice/snow management material to ensure the safety of its roadway system during these busy and unpredictable months.	Yes
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
INTERPRETATION			

#1	If the Bidder discovers any errors, discrepancies, or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF BIDS		
#1	Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the opening date.	I agree and I acknowledge
GRANT FUNDING		
#1	NO Grant money will be used – Department operating budget will be used.	I agree and I acknowledge
DEFINITIONS		
Bidder	One who submits a Bid	I agree and I acknowledge
Vendor	Bidder to whom contract or purchase order is awarded.	I agree and I acknowledge
Purchaser	City of Spokane and other government agencies (Pursuant to RCW 39.34).	I agree and I acknowledge
Until Further Notice	Any time in excess of ninety (90) days from date of opening.	I agree and I acknowledge
Cost	Total cost of ownership based on the best available information.	I agree and I acknowledge
PRODUCTS		
ROAD SALT - CORROSION INHIBITED SOLID SODIUM CHLORIDE - MODIFIED GRADATION (ICE SLICKER/KICKER)	Category 4B on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
ROAD SALT - STANDARD GRADATION, ROAD SALT	Category 8A-R on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
BRINE SALT - LIQUID - CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE	Category 1 on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree



	BRINE SALT - LIQUID - CORROSION INHIBITED LIQUID CALCIUM CHLORIDE	Category 2 on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
Contact Information:			
1		Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Bryce Lund - Owner 509-979-7296 Michelle Torrissi - Dispatch 509-489-3100
1.1		Person confirms Company will confirm compliance with all instructions, terms, and conditions of this Request for Bids, to furnish items at the prices stated	I agree and I acknowledge
2		How many Addenda do you acknowledge receipt of?	2
NON-COLLUSION			
#1		The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding the items covered by this Bid invitation.	Certifies No Agreement Has Been Entered
Delivery:			
1		Normal Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within three (3) Business Days ARO.	Yes
2		EMERGENCY Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within TWENTY-FOUR (24) Hours ARO.	Yes
3		These items will be purchases on an "As Needed" basis by the City of Spokane Street Department.	I acknowledge and I understand
4		F.O.B. Delivery Points for Liquid Delcer: 901 N Nelson St., Spokane WA (Street Department Building Site) 5200 N Florida St., Spokane WA ("Ranch" storage site) 4315 E Sprague Ave., Spokane WA ("Hobo" storage site) 7202 N Nine Mile Road (North Side Landfill storage site)	I acknowledge and I understand

5	F.O.B. Delivery Points for Solid Products: 901 N Nelson St., Spokane WA (Street Department Building Site) 5200 N Florida St., Spokane WA ("Ranch" storage site) 7202 N Nine Mile Road (North Side Landfill storage site)	I understand and I agree
Term of Value Blanket Order:		
1	The Value Blanket Order resulting from this ITB will be for a five year period, beginning approximately March 1 2024, and terminate on February 29, 2029.	I acknowledge and I understand
Payment Terms:		
1	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I acknowledge and I understand
Additional Items:		
1	The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions. If Yes, prices are good until further written notice.	Yes
Business Registration:		
1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	I acknowledge and I understand

2	City of Spokane Business Registration Number:	604-54-2424
Special Instructions:		
1	Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I acknowledge and I understand
2	Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and I understand
3	Brochures to be included with Bid Proposal forms if applicable.	I acknowledge and I understand
4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the bid in a manner that is most advantageous to the continued efficient operation of the RPWRF.	I acknowledge and I understand
5	The Vendor must have an adequate supply within a 25 mile distance, or 24-hour response/delivery of the City of Spokane.	I acknowledge and I understand
6	Federal and State laws governing this product must be satisfied.	I acknowledge and I understand
7	It shall be the Vendor's responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
8	SAFETY DATA SHEETS must be uploaded here for the product you are bidding on. Upload Here.	Road Rage SDS.pdf

9	<p>References are to be uploaded here. Bidder must furnish names, addresses, telephone numbers and e-mail addresses of representatives of at least three (3) companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two (2) references which most nearly apply. References must be located in similar climates.</p>	<p>Republic Service (NRC) - Road Rage Robert Keese 21 N Julia Street Spokane, WA 99202 Jeff Main 509-590-5717 jmain@republicservices.com  City of Chelan - Road Rage P.O. Box 1669 Chelan WA. 98816 Jackson -509-682-4575- jengstrom@cityofchelan.us  Central Valley School District - Road Rage Greg Romey 509-217-5633 17515 E Apple way Ave Spokane Valley WA. 99016 gromey@cvsd.org  City of Sandpoint Cheryl Hughes 1123 lake Street Sandpoint Id 83864 208-255-2657 chughes@sandpointidaho.gov</p>
10	<p>Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.</p>	<p>I agree and I acknowledge</p>
11	<p>If you took exception to any of the above, explain in detail.</p>	
<p>Technical Specifications:</p>		
1	<p>The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.</p>	<p>I acknowledge and I understand</p>
2	<p>The products on this Invitation to bid must meet the minimum requirements as put forth on the Clean Roads Qualified Products List (QPL) document in the Documents section for this project in ProcureWare</p>	<p>I acknowledge and I understand</p>
3	<p>Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.</p>	<p>Product Data Sheet Standard Gradation Road Salt.pdf</p>
4	<p>State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product</p>	<p>Broken Arrow Inc. 2650 Ellerbeck Rd, Grantsville, UT 84074</p>
5	<p>If you took exception to any of the above, explain in detail.</p>	

Terms and Conditions:		
1	All freight charges shall be the responsibility of the winning supplier.	I agree and I acknowledge
2	The City reserves the right to accept or reject any variance from the noted specifications and to award this business in a manner that is most advantageous to the continued efficient operation of the City. This quote may be split and awarded to multiple suppliers.	I agree and I acknowledge
3	Delivery time shall be a consideration of awarding this business. Therefore, the City requires an ETA at time of bid.	I agree and I acknowledge
4	The respondent certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this invitation to bid.	I agree and I acknowledge
5	Bidders must provide a minimum of ninety (90) days for acceptance by the City from the bid due date.	I agree and I acknowledge
6	Supplier (____ IS) ( ____ IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
7	Supplier (____ IS) ( ____ IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
8	The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.	I acknowledge and I understand

9	Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge
10	Bid Errors: When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of Bidder's bid.	I acknowledge and I understand
11	Rejection of Bids: The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	I acknowledge and I understand
12	AWARD OF CONTRACT: Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results. The City reserves the right to award to more than one contract.	I acknowledge and I understand
13	ORGANIZATION Proposal of an ( ) individual ( ) partnership ( ) corporation organized and existing under the Laws of the State of _____	Corporation State of Idaho/ Washington

14	<p>INTERLOCAL PURCHASE AGREEMENTS The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.</p>	Yes
15	<p>Bidder accepts has read and acknowledges compliance with Terms and Conditions, located in "Documents Tab". If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.</p>	I agree and I acknowledge
<p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>		
1	<p>All materials submitted to the City in response to this competitive procurement shall become the property of the City.</p>	I agree and I acknowledge
2	<p>All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.</p>	I agree and I acknowledge

3	<p>When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.</p>	I agree and I acknowledge
4	<p>The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.</p>	I agree and I acknowledge
INSURANCE		
1	<p>Awarded Supplier must provide Certificate of Insurance, at its own expense, prior to performing deliver for the below insurance coverage(s):</p>	I agree and I acknowledge
2	<p>a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.</p>	I agree and I acknowledge



3	<p>b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers, and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract.</p>	I agree and I acknowledge
4	<p>c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>	I agree and I acknowledge
5	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p>	I agree and I acknowledge
6	<p>There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured, as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.</p>	I agree and I acknowledge
Evaluation of Quotes:		

1	<p>Evaluation of Quotes Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.</p>	I acknowledge and I understand
Polychlorinated Biphenyls (PCBs):		
1	<p>In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.</p>	Yes
1.1	<p>As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?</p>	Don't Know
1.2	<p>If so were PCBs found at a measurable level?</p>	Don't Know
1.3	<p>As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?</p>	Don't Know

1.4	If so attach the results or note from whom the results can be obtained.	
1.5	Do you have reason to believe the product contains measurable levels of PCBs?	No
1.6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
PRICING		
1	FREIGHT TRANSPORTATION CHARGES will be the responsibility of the winning Vendor.	I agree and I acknowledge
2	Unit Price Per Ton is inclusive of all Freight Transport, Delivery, Handling, and Demurrage Charges. Invoices are to be billed by Ton.	I agree and I acknowledge
3	Does Vendor intend on charging a Tariff/Freight Surcharge per each delivery?	No
3.1	If intending on charging a Tariff/Freight Surcharge per delivery, state how surcharge is calculated, and provide a calculated example.	N/A
4	If intending on charging additional fees or cost for Emergency Deliveries, state fees or cost, and how fees or cost are calculated, and provide a calculated example.	Please see per ton charge for emergency deliveries on Pricing section. Minimum \$200.00 additional charge for emergency deliveries. Please ask for clarification if there are any questions. Thank you!
5	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should -not- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
6	The Vendor's prices shall be firm throughout the first year of the contract period.	I agree and I acknowledge
6.1	Bidder has entered Pricing on the Pricing Tab. Unit Pricing Did Not Include Tax.	I agree and I acknowledge
7	PRICING ADJUSTMENTS: Pricing can be requested on the anniversary of the award with justification.	I agree and I acknowledge



Annual Quantities shown on "Pricing Tab" are estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Unit Pricing SHOULD NOT include tax.

1	Road Salt- Corrosion Inhibited Solid Sodium Chloride - Modified Gradation (Ice Slicker/Kicker)	Base	Per Ton	350.00			
2	Road Salt - Standard Gradation, Road Salt	Base	Per Ton	2,000.00	\$189.51	\$379,020.00	8A-R Standard gradation coarse kiln dried
3	Brine Salt - Liquid - Corrosion Inhibited Liquid Magnesium Chloride	Base	Per Ton	6,500.00			
4	Brine Salt - Liquid - Corrosion Inhibited Liquid Calcium Chloride	Base	Per Ton	6,500.00			
5	Road Rage	Base	Per Ton	2,000.00	\$153.68	\$307,360.00	

6	White Salt	Base	Per Ton	2,000.00	\$189.51	\$379,020.00	8A-B Standard Gradation Coarse Kiln Dried
EMERGENCY DELIVERY							
EMERGENCY DELIVERY	Additional Freight Cost per GALLON for Emergency Deliveries ONLY. Cost Should Not Include Tax. - This would be for any of the above referenced products	Base	Per Ton	1.00	\$10.00	\$10.00	Cost per "Gallon is listed in description, but per ton on the UOM. This rate would be \$10.00/ton of granular product for emergency loads
<b>Total Base Bid</b>	<b>\$1,065,410.00</b>						



## Safety Data Sheet

### 1 – Product and Company Identification

<b>Trade Name:</b>	<b>Road Rage</b>
<b>Synonyms:</b>	sodium chloride, magnesium chloride granular
<b>Product use:</b>	Anti-ice, de-ice, ice melter
<b>Restrictions:</b>	None known
<b>Manufacturer:</b>	Custom Salt Solutions LLC
<b>Contact Address:</b>	900 N Nelson St Ste B Spokane, WA 99202
<b>Telephone Number:</b>	888.489.3101 509.489.3100
<b>Website:</b>	www.customsaltsolutions.com
<b>Emergency Telephone Number (Cemtrec):</b>	800.424.9300

### 2 – Hazard Identification

<b>Classification:</b>	Serious eye damage/eye irritation – Category 2A
<b>Signal Word:</b>	WARNING
<b>Hazard Statement:</b>	H319: Causes serious eye irritation
<b>Pictogram:</b>	



### Precautionary Statements

<b>Response:</b>	P305+P351+P338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. P337+P313: if eye irritation persists: Get medical attention.
<b>Prevention:</b>	P280: Wear eye or face protection. P264: Wash hands thoroughly after handling.



**Storage:** N/A  
**Disposal:** N/A

### 3 – Composition/Information on Ingredients

<b>Chemical Name:</b>	<b>CAS. Reg. No.</b>	<b>Weight %</b>
Sodium Chloride	007647-14-5	97%
Calcium Chloride	10043-52-4	0.2%
Potassium Chloride	7447-40-7	0.2%
Magnesium Chloride	7786-30-3	3%
Water Insolubles		0.02%

### 4 – First Aid

**Eyes:** Promptly flood with water and continue washing for at least 15 minutes. Consult an ophthalmologist.

**Inhalation:** Move to fresh air; if breathing is difficult or discomfort persists, GET MEDICAL ATTENTIONS.

**Ingestion:** If swallowed will cause nausea and vomiting. If victim is conscious, have victim drink water. If victim is unconscious or having convulsions, do nothing except keep victim warm and GET THEM MEDICAL ATTENTION.

**Skin:** If necessary, remove contaminated clothing and shoes. Flush affected areas with plenty of water for at least 15 minutes.

### 5 – Fire Fighting Measures

**Extinguishing:** This product is non-flammable

**Exposer Hazards:** Avoid breathing corrosive vapors; keep upwind. Dike area to prevent runoff and contamination of water sources

**Protective Equipment for Fire Fighting:** Self-contained breathing apparatus (SCBA) and full protective gear

**Fire Fighting Procedures:** N/A

**NFPA Rating:** Health – 0





Flammability - 0

Instability - 0

0=Insignificant 1=Slight 2=Moderate 3=High 4=Extreme

**Uniform Fire Code Rating:** N/A

## **6 - Accidental Release Measures**

**Personal Precautions:** Keep authorized personal from entering the area. Spilled material may cause a dust hazard. Wear personal protective equipment as described in section 8.

**Emergency Procedures:** Isolate area.

**Methods of Containment and Clean-up:** Sweep up material and collect in a suitable container for disposal. Flush area with water.

## **7 - Handling and Storage**

**Safe Handling:** Store at ambient temperature. Eye wash and safety shower should be provided within the immediate work area for emergency use. Launder contaminated clothing before re-use. Prevent possible eye and skin contact by wearing protective clothing and equipment.

**Storage:** Protect from atmospheric moisture.

**Work/Hygienic Practices:** Avoid contact with eye, skin, and mucous membranes. Wash hands thoroughly with soap and water before eating, drinking, smoking or using toilet facilities. Do NOT place food, coffee or other drinks in the area where dusting or splashing of solutions is possible.

**Ventilation:** Use local exhaust in enclosed areas. Natural ventilation for outdoor areas.

## **8 - Exposure Control/Personal Protection**

**Respiratory Protection:** N/A



<b>Ventilation:</b>	Use local exhaust in enclosed area. Use natural ventilation for outdoor areas.
<b>Protective Clothing:</b>	Use impervious clothing, rubber gloves, and rubber boots.
<b>Eye Protection:</b>	Use splash-proof safety goggles and splash shields where there is any possibility of calcium chloride contacting the eyes.
<b>Other Protective Clothing or Equipment:</b>	N/A
<b>Work/Hygienic Practices:</b>	Avoid contact with eyes, skin, and mucous membranes. Wash hands thoroughly with soap and water before eating, drinking, smoking or using toilet facilities. DO NOT place food, or drink in areas where dusting or splashing of solution is possible.

## 9 – Physical and Chemical Properties

<b>Appearance:</b> White crystalline	<b>Odor:</b> None
<b>Odor Threshold:</b> N/A	<b>pH:</b> N/A
<b>Melting Point/Freeze Point:</b> N/A	<b>Initial Boiling Point:</b> N/A
<b>Flash Point:</b> N/A	<b>Evaporation Rate:</b> N/A
<b>Flammability:</b> N/A	<b>Lower/Upper Explosive Limit:</b> N/A
<b>Pressure:</b> N/A	<b>Vapor Density:</b> N/A
<b>Relative Density:</b> N/A	<b>Solubility in Water:</b> 99%
<b>Partition Coefficient:</b> N/A	<b>Autoignition Temperature:</b> Non-Flammable
<b>Decomposition Temperature:</b> N/A	<b>Viscosity:</b> N/A
<b>% Volatiles:</b> N/A	<b>Specific Gravity:</b> N/A
<b>Molecular Weight:</b> 58.443	<b>VOC:</b> N/A

## 10 – Stability and Reactivity

<b>Reactivity:</b>	Low reactivity
<b>Chemical Stability:</b>	Stable
<b>Possibility of Hazardous:</b>	Hazardous polymerization will not occur
<b>Reactions Or Polymerizations:</b>	N/A
<b>Conditions to Avoid:</b>	N/A



**Incompatible Materials:** Metals will slowly corrode in aqueous solution. Keep away from galvanized iron, aluminum, and tin. Concentrated acids, Boric acid, nitric acid and calcium oxide are incompatible.

**Hazardous Decomposition Products:** If the liquid completely dries from fire, thermal decomposition products may include toxic and corrosive fumes of chlorine and hydrogen chloride. Product may react with some metals (aluminum, zinc, tin, etc.) to release flammable hydrogen gas.

## 11 – Toxicological Information

**Acute and Chronic Effect:** See Section 4

### Routes of Exposure

**Ingestion:** Yes  
**Inhalation:** Yes  
**Skin:** Yes  
**Eyes:** Yes

**Symptoms related to Physical, Chemical & Toxicological Characteristics:** N/A

**Numerical Measures of Toxicity:** Toxicity Data  
  
LD50: 1000 mg/kg, oral, rat  
  
Moderately toxic by ingestion, slightly toxic by dermal absorption.

**Chronic Toxicity:** N/A

**Carcinogenicity:**

Product Name: SO-CAL					
ACGIH	IARC	EPA	NIOSH	NTP	OSHA
No	No	No	No	No	No

## 12 – Ecological Information

**Ecotoxicology:** N/A



**Persistence and Degradability:** N/A

**Bioaccumulative Potential:**

Product/Ingredient	Log <sub>pow</sub>	BCF	Potential
-	-	-	-

**Mobility in Soil:** N/A

## 13 - Disposal Consideration

**Disposal of Container:** Dispose of in accordance with local, state, and federal regulations.

## 14 - Transport Information

This product is not regulated as a hazardous material, substance or dangerous good.

## 15 - Regulatory Information

**SARA 302 Extremely Hazardous Substance (EHS):** No chemical in this product is listed as an Extremely Hazardous Substance (EHS) under Section 302 of EPCRA.

**SARA 304 Extremely Hazardous Substance (EHS) Release Notification:** No chemical in this product is listed as an Extremely Hazardous Substance (EHS) which, if released to the environment in quantities at or above the substance's Reportable Quantity (RQ), would require reporting to the SERC and LEPC under Section 304 of EPCRA.

**SARA 311/312 Hazards:**

SARA 311/312 Hazards				
Acute	Chronic	Flammability	Pressure	Reactivity
No	No	No	No	No

**SARA 313 Reportable** No chemical in this product is subject to annual **Chemicals:** emissions, transfers, or waste management reporting under the Community-Right-to-Know provisions of EPCRA Section 313, also known as the Toxic Release Inventory (TRI) Report or Form R.

**CERCLA Hazardous Substance:** No chemical in this product is listed as a CERCLA hazardous substance subject to the National Response



Center (NRC) release reporting requirements.

**Clean Air Act (CAA)  
Section 112(r) Air**

No chemical in this product is listed as an air pollutant under the U.S. Clean Air Act, Section 112(r)(40 CFR 61).

**California Prop 65  
Chemicals:**

This product does not contain any chemical known to the state of California to cause cancer and birth defects or other reproductive harm.

**Hazard Label Warning:**

This product does not require hazard label warning.

**TSCA (Toxic Substance  
Control Act):**

All chemicals substance in this product are listed on the U.S. TSCA Inventory List.

**Acronyms:**

CAS # - Chemical Abstract Service Registry Number

CERCLA - Comprehensive Environmental Response, Compensation, And Liability Act

EPCRA - Emergency Planning and Community Right-to-Know-Act

LEPC - Local Emergency Planning Committee

SERC - State Emergency Response Commission

## **16 - Other information**

**Revision Date:** 10/18/2018

**Supersedes:** 12/02/2016

**First Issued:** 10/03/2014

**Chemical Family/Type:** Inorganic Salt

**Section(s) Changed Since  
Last Revision:** Spelling corrections and paragraph orientation

**IMPORTANT! Read this SDS before use or disposal of this product. Pass along the information to employees and any other persons who could be exposed to the product to be sure that they are aware of the information before use or other exposure.** This SDS has been prepared accordance with the Globally Harmonized System of Chemical and Labeling of Chemicals (GHS) Fifth Edition and the OSHA Hazard Communication Standard [29 CFR 1910.1200]. The SDS information is based on sources believed to be reliable. Available data, safety standards, and government regulations are subject to change and the conditions of handling and use, or misuse are beyond our control; **Custom Salt Solutions LLC** makes no warranty, either expressed or implied, with respect to completeness or continuing accuracy of the information contained herein and disclaims all liability for reliance thereon. Additional information may be necessary or helpful for specific conditions and circumstances of use. It is the user's responsibility to determine the suitability of this product and to evaluate risks and exercise appropriate precautions for protection of employees and others prior to use.



# PRODUCT DATA SHEET

## KD Coarse

**BROKEN ARROW INC.**  
**SALT DIVISION**                      801.355.0527

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### DESCRIPTION:

BROKEN ARROW SOLAR SALT is harvested, dried and screened.

The Product is a solar salt that is white crystalline sodium chloride, crystallized from brines from the Great Salt Lake in Utah.

### Chemical Analysis:\*

Sodium Chloride	98.0%
Calcium Chloride	0.6%
Potassium Chloride	0.2%
Magnesium Chloride	0.4%
Sulfate	0.7%

### SIEVE ANALYSIS ( SIZE):\*

U.S.S. MESH	% Wt. Passing	Min / Max
	Range	Typical
Pass 1/4	100%	
Pass 4	70 - 90%	
Pass 5	15 - 70%	
Pass 8	5 - 15%	
Pass 10	0 - 5%	

Bulk Density:                                      Pounds per Cubic Foot    60 - 65

Product Location:                                      Broken Arrow Flux Salt Plant, Grantsville, Utah

\* All of the above information and data are based on the best available chemical analytical and sieve info. product data sheets will be updated as new information and data are collected  
lg 9-12-18



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/15/2024

**Committee Agenda type:** Consent

**Date Rec'd**

4/3/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 04/29/2024

**Submitting Dept**

STREETS

**Project #**

**Contact Name/Phone**

CLINT HARRIS 625-7744

**Bid #**

TB #6057-24

**Contact E-Mail**

CEHARRIS@SPOKANECITY.ORG

**Requisition #**

VB

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

BWILKERSON KKLITZKE JBINGLE

**Agenda Item Name**

1100 - STREET DEPARTMENT ROAD SALT

**Agenda Wording**

The Street Department is seeking approval to purchase Road Salt at a cost not to exceed \$140,000.00.

**Summary (Background)**

Road Salt was put out for bid (ITB #6057-24) and is awarded to Salt Distributors Inc. and Custom Salt Solutions. This product is used to address Winter roadway conditions. This material is used by the street department during the winter months to aid in snow and ice removal. It is primarily mixed with sand and used on sanding routes.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 140,000.00

Current Year Cost \$ 140,000.00

Subsequent Year(s) Cost \$ N/A

**Narrative**

This product was put out for bid and the two low bidders received the award. Priority will be given to utilize the lower of the two bidders, with the other available as a backup option.

**Amount**

**Budget Account**

Expense \$ 140,000.00

# 1100-21800-42660-53210-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	HARRIS, CLINT E.
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

<b><u>PURCHASING</u></b>	PRINCE, THEA

**Distribution List**

Nic Binczewski , sales@saltdistributorsinc.com	Bryce Lund, bryce@customsaltsolutions.com
ceharris@spokanecity.org	jwtomas@spokanecity.org
jdykes@spokanecity.org	jklapp@spokanecity.org
tprince@spokanecity.org	rrinderle@spokanecity.org
tbrazington@spokanecity.org	



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	04/15/2024
<b>Submitting Department</b>	Streets
<b>Contact Name</b>	Clint Harris
<b>Contact Email &amp; Phone</b>	<a href="mailto:ceharris@spokanecity.org">ceharris@spokanecity.org</a> , 509-625-7744
<b>Council Sponsor(s)</b>	<u>Wilkerson, Bingle, Klitzke</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	1100 – Street Department Road Salt
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Street Department is seeking approval to purchase Road Salt at a cost not to exceed \$140,000.00.</p> <p>Road Salt was put out for bid (ITB #6057-24) and is awarded to Salt Distributors Inc. and Custom Salt Solutions. This product is used to address Winter roadway conditions.</p> <p>This material is used by the street department during the winter months to aid in snow and ice removal. It is primarily mixed with sand and used on sanding routes.</p>
<p><b>Fiscal Impact</b>    \$140,000.00</p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$140,000.00</u></p> <p>    Current year cost: \$140,000.00</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> <u>This product was put out for bid and the two low bidders received the award.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A, this product is used city-wide based upon road conditions.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A, this product is used city-wide based upon road conditions.	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Evaluation and consideration of this product and its appropriateness relative to other Winter Material products are constantly done during Winter months.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
This product supports safe movement along City roadways.

## Bid Response Summary

**Bid Number** ITB 6057-24  
**Bid Title** Snow and Ice Control Products  
**Due Date** Monday, February 12, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Salt Distributors, Inc.  
**Submitted By** Stanley Binczewski - Friday, February 9, 2024 1:10:37 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 Sales@saltdistributorsinc.com

**Comments**

**Question Responses**

Group	Reference Number	Question	Response
BACKGROUND			
	1	The City of Spokane Street Maintenance Division is responsible for cleaning, repairing and performing preventative maintenance on the 2,200 lane miles of paved streets and 61 lane miles of gravel streets. The Street Department operates 24 hours a day, seven days a week during the Winter Season and uses a considerable quantity of Ice/snow management material to ensure the safety of its roadway system during these busy and unpredictable months.	Yes
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
INTERPRETATION			

#1	If the Bidder discovers any errors, discrepancies, or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF BIDS		
#1	Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the opening date.	I agree and I acknowledge
GRANT FUNDING		
#1	NO Grant money will be used – Department operating budget will be used.	I agree and I acknowledge
DEFINITIONS		
Bidder	One who submits a Bid	I agree and I acknowledge
Vendor	Bidder to whom contract or purchase order is awarded.	I agree and I acknowledge
Purchaser	City of Spokane and other government agencies (Pursuant to RCW 39.34).	I agree and I acknowledge
Until Further Notice	Any time in excess of ninety (90) days from date of opening.	I agree and I acknowledge
Cost	Total cost of ownership based on the best available information.	I agree and I acknowledge
PRODUCTS		
ROAD SALT - CORROSION INHIBITED SOLID SODIUM CHLORIDE - MODIFIED GRADATION (ICE SLICKER/KICKER)	Category 4B on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
ROAD SALT - STANDARD GRADATION, ROAD SALT	Category 8A-R on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
BRINE SALT - LIQUID - CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE	Category 1 on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree

	BRINE SALT - LIQUID - CORROSION INHIBITED LIQUID CALCIUM CHLORIDE	Category 2 on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
Contact Information:			
1		Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Nic Binczewski 509-218-1983 sales@salt distributorsinc.com
1.1		Person confirms Company will confirm compliance with all instructions, terms, and conditions of this Request for Bids, to furnish items at the prices stated	I agree and I acknowledge
2		How many Addenda do you acknowledge receipt of?	4 clarifications
NON-COLLUSION			
#1		The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding the items covered by this Bid invitation.	Certifies No Agreement Has Been Entered
Delivery:			
1		Normal Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within three (3) Business Days ARO.	Yes
2		EMERGENCY Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within TWENTY-FOUR (24) Hours ARO.	Yes
3		These items will be purchases on an "As Needed" basis by the City of Spokane Street Department.	I acknowledge and I understand
4		F.O.B. Delivery Points for Liquid Delcer: 901 N Nelson St., Spokane WA (Street Department Building Site) 5200 N Florida St., Spokane WA ("Ranch" storage site) 4315 E Sprague Ave., Spokane WA ("Hobo" storage site) 7202 N Nine Mile Road (North Side Landfill storage site)	I acknowledge and I understand

5	F.O.B. Delivery Points for Solid Products: 901 N Nelson St., Spokane WA (Street Department Building Site) 5200 N Florida St., Spokane WA ("Ranch" storage site) 7202 N Nine Mile Road (North Side Landfill storage site)	I understand and I agree
Term of Value Blanket Order:		
1	The Value Blanket Order resulting from this ITB will be for a five year period, beginning approximately March 1 2024, and terminate on February 29, 2029.	I acknowledge and I understand
Payment Terms:		
1	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I acknowledge and I understand
Additional Items:		
1	The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions. If Yes, prices are good until further written notice.	Yes
Business Registration:		
1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	I acknowledge and I understand

2	City of Spokane Business Registration Number:	602332257
Special Instructions:		
1	Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I acknowledge and I understand
2	Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and I understand
3	Brochures to be included with Bid Proposal forms if applicable.	I acknowledge and I understand
4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the bid in a manner that is most advantageous to the continued efficient operation of the RPWRF.	I acknowledge and I understand
5	The Vendor must have an adequate supply within a 25 mile distance, or 24-hour response/delivery of the City of Spokane.	I acknowledge and I understand
6	Federal and State laws governing this product must be satisfied.	I acknowledge and I understand
7	It shall be the Vendor's responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
8	SAFETY DATA SHEETS must be uploaded here for the product you are bidding on. Upload Here.	salt_-_english_-_sept_2015.pdf
9	References are to be uploaded here. Bidder must furnish names, addresses, telephone numbers and e-mail addresses of representatives of at least three (3) companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two (2) references which most nearly apply. References must be located in similar climates.	City Of Spokane Valley, Shane Arlt 509-954-0850 Pierce county, Wanda Davis (253) 798-3897 WSDOT ER1,2,3,4 NC2,3 Jan Rudd 509-324-6590 Idot Shad Flores 208-772-1245 Odot Scott Ratay 971-701-1772 City Of Wenatchee Andy Greer 509-888-3245 More cities and counties available upon request.

10	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I agree and I acknowledge
11	If you took exception to any of the above, explain in detail.	
Technical Specifications:		
1	The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.	I acknowledge and I understand
2	The products on this Invitation to bid must meet the minimum requirements as put forth on the Clean Roads Qualified Products List (QPL) document in the Documents section for this project in ProcureWare	I acknowledge and I understand
3	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	Spokane + SDI Cover Letter.pdf
4	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product	Compass Minerals Salt, SOP and Magnesium Chloride Plants 765 N. 10500 West Ogden, Utah 84404 801.731.3100 Broken Arrow Stanisbury Island Utah 1-800-491-3942 Saltworx 801-791-3321 po box 628 morgan Utah 84050
5	If you took exception to any of the above, explain in detail.	
Terms and Conditions:		
1	All freight charges shall be the responsibility of the winning supplier.	I agree and I acknowledge
2	The City reserves the right to accept or reject any variance from the noted specifications and to award this business in a manner that is most advantageous to the continued efficient operation of the City. This quote may be split and awarded to multiple suppliers.	I agree and I acknowledge
3	Delivery time shall be a consideration of awarding this business. Therefore, the City requires an ETA at time of bid.	I agree and I acknowledge



4	The respondent certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this invitation to bid.	I agree and I acknowledge
5	Bidders must provide a minimum of ninety (90) days for acceptance by the City from the bid due date.	I agree and I acknowledge
6	Supplier (____ IS) (____ IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a “business, privately or publicly owned, at least 51% of which is owned by minority group members.” For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
7	Supplier (____ IS) (____ IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
8	The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.	I acknowledge and I understand
9	Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge

10	<p>Bid Errors: When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of Bidder's bid.</p>	I acknowledge and I understand
11	<p>Rejection of Bids: The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.</p>	I acknowledge and I understand
12	<p>AWARD OF CONTRACT: Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results. The City reserves the right to award to more than one contract.</p>	I acknowledge and I understand
13	<p>ORGANIZATION Proposal of an ( ) individual ( ) partnership ( ) corporation organized and existing under the Laws of the State of _____</p>	S corp Washington

14	<p>INTERLOCAL PURCHASE AGREEMENTS The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.</p>	Yes
15	<p>Bidder accepts has read and acknowledges compliance with Terms and Conditions, located in "Documents Tab". If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.</p>	I agree and I acknowledge
<p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>		
1	<p>All materials submitted to the City in response to this competitive procurement shall become the property of the City.</p>	I agree and I acknowledge
2	<p>All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.</p>	I agree and I acknowledge

3	<p>When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.</p>	I agree and I acknowledge
4	<p>The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.</p>	I agree and I acknowledge
INSURANCE		
1	<p>Awarded Supplier must provide Certificate of Insurance, at its own expense, prior to performing deliver for the below insurance coverage(s):</p>	I agree and I acknowledge
2	<p>a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.</p>	I agree and I acknowledge

3	<p>b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers, and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract.</p>	I agree and I acknowledge
4	<p>c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>	I agree and I acknowledge
5	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p>	I agree and I acknowledge
6	<p>There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured, as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.</p>	I agree and I acknowledge
Evaluation of Quotes:		

1	<p>Evaluation of Quotes Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.</p>	I acknowledge and I understand
Polychlorinated Biphenyls (PCBs):		
1	<p>In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.</p>	No
1.1	<p>As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?</p>	Don't Know
1.2	<p>If so were PCBs found at a measurable level?</p>	Don't Know
1.3	<p>As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?</p>	Don't Know

1.4	If so attach the results or note from whom the results can be obtained.	
1.5	Do you have reason to believe the product contains measurable levels of PCBs?	No
1.6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
PRICING		
1	FREIGHT TRANSPORTATION CHARGES will be the responsibility of the winning Vendor.	I agree and I acknowledge
2	Unit Price Per Ton is inclusive of all Freight Transport, Delivery, Handling, and Demurrage Charges. Invoices are to be billed by Ton.	I agree and I acknowledge
3	Does Vendor intend on charging a Tariff/Freight Surcharge per each delivery?	No
3.1	If intending on charging a Tariff/Freight Surcharge per delivery, state how surcharge is calculated, and provide a calculated example.	no Charge
4	If intending on charging additional fees or cost for Emergency Deliveries, state fees or cost, and how fees or cost are calculated, and provide a calculated example.	no charge
5	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should -not- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
6	The Vendor's prices shall be firm throughout the first year of the contract period.	I agree and I acknowledge
6.1	Bidder has entered Pricing on the Pricing Tab. Unit Pricing Did Not Include Tax.	I agree and I acknowledge
7	PRICING ADJUSTMENTS: Pricing can be requested on the anniversary of the award with justification.	I agree and I acknowledge





Annual Quantities shown on "Pricing Tab" are estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Unit Pricing SHOULD NOT include tax.

1	Road Salt- Corrosion Inhibited Solid Sodium Chloride - Modified Gradation (Ice Slicker/Kicker)	Base	Per Ton	350.00	\$159.94	\$55,979.00	Clear Roads Category 4C Ice Kicker corrosion Inhibited standard gradation performance road salt
2	Road Salt - Standard Gradation, Road Salt	Base	Per Ton	2,000.00	\$175.67	\$351,340.00	Clear Roads Category 8A-R Drirox Kiln dried washed standard gradation salt
3	Brine Salt - Liquid - Corrosion Inhibited Liquid Magnesium Chloride	Base	Per Ton	6,500.00			

4	Brine Salt - Liquid - Corrosion Inhibited Liquid Calcium Chloride	Base	Per Ton	6,500.00			
5	Road Rage	Base	Per Ton	2,000.00			
6	White Salt	Base	Per Ton	2,000.00	\$135.13	\$270,260.00	Clear Roads Category 8B Qwiksalt standard gradation road salt treated with magnesium chloride and YPS
EMERGENCY DELIVERY							
EMERGENCY DELIVERY	Additional Freight Cost per GALLON for Emergency Deliveries ONLY. Cost Should Not Include Tax. - This would be for any of the above referenced products	Base	Per Ton	1.00			
<b>Total Base Bid</b>				\$677,579.00			

City of Spokane Street Maintenance:

Salt Distributors, Inc (SDI) is a Spokane family owned and operated incorporated small business founded by Stan Binczewski and Nic Binczewski in 2003. We have been supplying the City of Spokane with deicing salt products for over 15 years. As a Washington small business, it is our mission to provide the highest level of customer service with high quality salt products at a competitive price. Over the last 16 years we have been awarded three WSDOT contracts (2008-2014, 2014-2022, 2022-current), delivering to WSDOT facilities, along with additional deliveries to other local, state, and private entities. We have consistently and successfully delivered up to 100k tons of deicing products a year to WSDOT, IDAHO DOT, Oregon DOT, and multiple cities and counties, including the City of Spokane.

During this most recent storm season, Salt Distributors was able to regularly provide same day service to the City of Spokane, including some loads being delivered within 2 hours of order placement.

The products we provide include:

- **White 8B** - Quicksalt Compass and Type C Broken Arrow
- **Dry Salt 8A-R** - Dri Rox Compass, Kiln Dry Extra Course Broken Arrow
- **8A-B - Dri Rox** Compass, Kiln Dry Extra Course Broken Arrow
- **4C - Ice Kicker** Saltworx blue pretreated corrosion inhibited salt.

Salt Distributors Inc has partnered with three diverse American salt producers, who harvest their renewable salt products from the Great Salt Lake in Utah. All products are sustainably harvested as salt brine and the ancient tradition of solar evaporation is used to create salt. This salt can then be washed and kiln dried for brine salt or treated with a blend of additives to make Ice Kicker.

**Compass Minerals**, Overland Park, Kansas & main production plant in Ogden, Utah - Compass Minerals is the one of the largest salt producers in North America and uses solar evaporation, the oldest and most energy efficient method of mineral production, at the Ogden facility on the Great Salt Lake. At this 55,000m acre facility, highly concentrated brine is drawn from the lake's most remote areas into very shallow solar evaporation ponds to produce salt. Salt Distributors purchases 8-B, 8-AR, and 8-A-B from Compass. Salt Distributors is also a depot location and a transloading center for Compass products. Compass Minerals ships millions of tons of bulk deicing salt per year in the United States.

**Broken Arrow**, Grantsville, Utah - Broken Arrow Salt is a leading salt supplier in the intermountain West. Broken Arrow is a first tier supplier to Salt Distributors, Inc. and ships more than 500,000 tons of road salt per year. They also partner with Saltworx to provide storage, blending and raw materials for the production of Ice Kicker

**Saltworx**, Morgan, Utah - Saltworx supplies Ice Kicker, a High Performance Salt, that allows the user to apply 30% less total salt. It is pre-treated with a proprietary liquid enhancer, melting

snow and ice faster, at a lower temperature than traditional road salts. Ice Kicker is up to 50% less corrosive than other road salts and does not leave a clay residue behind when it melts. Ice Kicker is colored blue to help plow truck operators see and monitor the application. The blue color is more solar absorbent than red road salt based on the Solar Absorption Color Spectrum. The blue color is degraded by sunlight and disappears hours after application and does not leave a permanent residue on the road surface. WSDOT is now using Ice Kicker at many of its sheds and there is great interest from more areas. The combination of lower temperature, 50% less corrosion, and 30% less usage will save WSDOT money. SaltWorx is happy to coordinate both virtual and in person training for government agencies. Training curriculum includes product attributes and capabilities, deicing science and chemistry, and proper storage, application, and melting expectations for SaltWorx products.

Salt Distributors owns and operates a 23,000 ton depot in a 70,000 square foot warehouse in Spokane Valley, WA. Maintaining the integrity of our products is a top priority for Salt Distributors. We unload all our products, both truck and rail, onto a cement or asphalt pad, and either immediately ship or move to inside storage. Products at our depot are stored under cover to prevent exposure to elements that degrade the quality of our products, like dirt and water that lead to clumping.

To prevent disruption to deliveries during times of increased volume, SDI employs a multipronged approach:

1. Fully stocked depots across Washington State totaling 31,500 tons in storage.
2. Increase daily shipments from an average of 600 tons a day to 1200 tons a day at Spokane Valley Depot by enlisting more trucks and drivers. Local Spokane area truck carriers have priority commitments to SDI and rely on SDI for off-season employment, guaranteeing winter availability to SDI. Other depots can increase daily capacity as needed for storm events. We also provide incentives throughout the year to our contract truck drivers to foster a strong relationship and increase dependability during storm events and times of high volume.
3. Supplement truck shipments from manufactures located in Utah directly to customers via belt trucks or hopper trucks to depots.
4. Expand rail shipments to keep depots fully stocked. SDI has 60 leased railcars in our fleet with an additional 200 available from our main suppliers.

Salt Distributors is dedicated to providing the City of Spokane with high quality deicing products as quickly as possible.

Stan & Nic Binczewski



# SAFETY DATA SHEET

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## 1. Product and Company Identification

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<b>Product identifier</b>	<b>Salt</b>
<b>Other means of identification</b>	American Backwoods Animal Nutrition Products Sodium Chloride Sifto Safe Step Standard Salt Sifto Ice Salt Sifto Sodium Chloride Sifto Safe Step EnviroGuard QwikSalt Ice-A-Way IceAway Turbo IceAway Turbo Blue Safe Step 3300 Aspen Aspen Blue Safe Step 4300 Dual Blend Safe Step 4300 Dual Blend Blue EconoBlend 370 Winter Storm Winter Storm Blue Safe Step Pro Series 550 Safe Step Pro Series 570 Safe Step 6300 Enviro Blend Safe Step Pro Series 960 Choice Formula Safe Step Sure Paws Sifto Safe Step Sure Paws American Stockman Animal Nutrition Products Nature's Own water care products Sure Soft water care products Natural Salt water care Pro Soft water care products Salt brine Thawrox Treated salt Commercial bulk rock salt Safe Step Pro Series 950 MaxiFonte Solar salt Canadian Stockman Animal Nutrition products Sifto pool salt Crystal Plus
<b>Recommended use</b>	De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition.
<b>Recommended restrictions</b>	None known.
<b>Manufacturer</b>	Compass Minerals USA Inc. 9900 West 109th Street, Suite 100 Overland Park, KS 66210 US 913-344-9200  CHEMTREC 1-800-424-9300 CANUTEC 1-613-996-6666

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## 2. Hazards Identification

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<b>Physical hazards</b>	Not classified.
<b>Health hazards</b>	Not classified.
<b>Environmental hazards</b>	Not classified.
<b>OSHA defined hazards</b>	Not classified.
<b>Label elements</b>	
<b>Hazard symbol</b>	None.
<b>Signal word</b>	None.
<b>Hazard statement</b>	The product and/or mixture does not meet the criteria for classification.

<b>Precautionary statement</b>	
<b>Prevention</b>	Observe good industrial hygiene practices.
<b>Response</b>	Wash hands after handling.
<b>Storage</b>	Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)
<b>Disposal</b>	Dispose of waste and residues in accordance with local authority requirements.
<b>Hazard(s) not otherwise classified (HNOC)</b>	None known.
<b>Supplemental information</b>	Not applicable.

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### 3. Composition/Information on Ingredients

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#### Mixture

**Composition comments** The criteria for listing components in this section are: Carcinogens, Respiratory Sensitizers, Mutagens, Teratogens and Reproductive toxins are listed when present at 0.1% or greater; components which are otherwise hazardous according to WHMIS/OSHA are listed when present at 1.0% or greater. Non hazardous components are not listed. The products pertaining to this SDS have various proportions of components which do not meet the listing criteria.

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### 4. First Aid Measures

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<b>Inhalation</b>	Avoid breathing dust. If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist.
<b>Skin contact</b>	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
<b>Eye contact</b>	Rinse with water. Get medical attention if irritation develops and persists.
<b>Ingestion</b>	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
<b>Most important symptoms/effects, acute and delayed</b>	Direct contact with eyes may cause temporary irritation.
<b>Indication of immediate medical attention and special treatment needed</b>	Treat symptomatically.

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### 5. Fire Fighting Measures

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<b>Suitable extinguishing media</b>	Salt and salt mixtures are non-combustible.
<b>Unsuitable extinguishing media</b>	Not applicable.
<b>Specific hazards arising from the chemical</b>	During fire, gases hazardous to health may be formed.
<b>Special protective equipment and precautions for firefighters</b>	Use appropriate firefighting PPE as a general precaution.
<b>Fire-fighting equipment/instructions</b>	Salt is not combustible and is thus not the material of concern for firefighting equipment or methods.
<b>Specific methods</b>	In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.
<b>General fire hazards</b>	No unusual fire or explosion hazards noted.
<b>Hazardous combustion products</b>	Chlorine. Hydrogen chloride. Oxides of sodium.
<b>Explosion data</b>	
<b>Sensitivity to mechanical impact</b>	Not available.
<b>Sensitivity to static discharge</b>	Not available.

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### 6. Accidental Release Measures

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<b>Personal precautions, protective equipment and emergency procedures</b>	Restrict area to facilitate clean up.
<b>Methods and materials for containment and cleaning up</b>	Stop the flow of material, if this is without risk. Prevent direct entry into waterways and sewers. Following product recovery, flush area with water if necessary. For waste disposal, see section 13 of the SDS.
<b>Environmental precautions</b>	Avoid direct release into waterways and sewers.

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### 7. Handling and Storage

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<b>Precautions for safe handling</b>	Use care in handling/storage. Avoid breathing dust.
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**Conditions for safe storage, including any incompatibilities**

Store in original tightly closed container. Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)

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## 8. Exposure Controls/Personal Protection

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<b>Occupational exposure limits</b>	No exposure limits noted for ingredient(s).
<b>Biological limit values</b>	No biological exposure limits noted for the ingredient(s).
<b>Appropriate engineering controls</b>	<p>TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.</p> <p>TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.</p> <p>Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.</p>
<b>Individual protection measures, such as personal protective equipment</b>	
<b>Eye/face protection</b>	Safety glasses if eye contact is possible.
<b>Skin protection</b>	
<b>Hand protection</b>	If there is constant skin contact, rubber gloves are recommended.
<b>Other</b>	Wear suitable protective clothing.
<b>Respiratory protection</b>	No personal respiratory protective equipment normally required.
<b>Thermal hazards</b>	Not applicable.
<b>General hygiene considerations</b>	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment.

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## 9. Physical and Chemical Properties

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<b>Appearance</b>	Crystalline.
<b>Physical state</b>	Solid.
<b>Form</b>	Solid.
<b>Color</b>	Varies
<b>Odor</b>	Odorless
<b>Odor threshold</b>	Not applicable
<b>pH</b>	6 - 8 (Neutral)
<b>Melting point/freezing point</b>	Not applicable
<b>Initial boiling point and boiling range</b>	Not applicable
<b>Pour point</b>	Not applicable
<b>Specific gravity</b>	Not applicable
<b>Partition coefficient (n-octanol/water)</b>	Not applicable
<b>Flash point</b>	Not applicable
<b>Evaporation rate</b>	Not applicable
<b>Flammability (solid, gas)</b>	Not applicable.
<b>Upper/lower flammability or explosive limits</b>	
<b>Flammability limit - lower (%)</b>	Not applicable
<b>Flammability limit - upper (%)</b>	Not applicable
<b>Explosive limit - lower (%)</b>	Not applicable
<b>Explosive limit - upper (%)</b>	Not applicable
<b>Vapor pressure</b>	Not applicable
<b>Vapor density</b>	Not applicable
<b>Relative density</b>	Not applicable
<b>Solubility(ies)</b>	Not available.
<b>Auto-ignition temperature</b>	Not applicable

Decomposition temperature	Not applicable
Viscosity	Not applicable

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## 10. Stability and Reactivity

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<b>Reactivity</b>	None known.
<b>Possibility of hazardous reactions</b>	No dangerous reaction known under conditions of normal use.
<b>Chemical stability</b>	Material is stable under normal conditions.
<b>Conditions to avoid</b>	Contact with incompatible materials, i.e strong oxidizing agents.
<b>Incompatible materials</b>	Strong oxidizing agents.
<b>Hazardous decomposition products</b>	Chlorine gas. Hydrogen chloride. Oxides of sodium.

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## 11. Toxicological Information

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### Information on likely routes of exposure

<b>Ingestion</b>	Expected to be a low ingestion hazard.
<b>Inhalation</b>	No adverse effects due to inhalation are expected.
<b>Skin contact</b>	No adverse effects due to skin contact are expected.
<b>Eye contact</b>	Direct contact with eyes may cause temporary irritation.

**Symptoms related to the physical, chemical and toxicological characteristics** Direct contact with eyes may cause temporary irritation.

### Information on toxicological effects

**Acute toxicity** Not classified.

Product	Species	Test Results
Salt (CAS Mixture)		
<b>Acute</b>		
<i>Inhalation</i>		
LC50	Rat	21 mg/L, estimated
<b>Skin corrosion/irritation</b>	Prolonged skin contact may cause temporary irritation.	
<b>Exposure minutes</b>	Not available.	
<b>Erythema value</b>	Not available.	
<b>Oedema value</b>	Not available.	
<b>Serious eye damage/eye irritation</b>	Direct contact with eyes may cause temporary irritation.	
<b>Corneal opacity value</b>	Not available.	
<b>Iris lesion value</b>	Not available.	
<b>Conjunctival reddening value</b>	Not available.	
<b>Conjunctival oedema value</b>	Not available.	
<b>Recover days</b>	Not available.	
<b>Respiratory or skin sensitization</b>		
<b>Respiratory sensitization</b>	Not available.	
<b>Skin sensitization</b>	This product is not expected to cause skin sensitization.	
<b>Germ cell mutagenicity</b>	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.	
<b>Mutagenicity</b>	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.	
<b>Carcinogenicity</b>	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.	
<b>Reproductive toxicity</b>	This product is not expected to cause reproductive or developmental effects.	
<b>Teratogenicity</b>	Not classified.	
<b>Specific target organ toxicity - single exposure</b>	Not classified.	
<b>Specific target organ toxicity - repeated exposure</b>	Not classified.	
<b>Aspiration hazard</b>	Not classified.	



<b>Chronic effects</b>	Not classified.
<b>Further information</b>	This product has no known adverse effect on human health.
<b>Name of Toxicologically Synergistic Products</b>	Not available.

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## 12. Ecological Information

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<b>Ecotoxicity</b>	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
<b>Persistence and degradability</b>	No data is available on the degradability of this product.
<b>Bioaccumulative potential</b>	No data available.
<b>Mobility in soil</b>	No data available.
<b>Mobility in general</b>	Not available.
<b>Other adverse effects</b>	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

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## 13. Disposal Considerations

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<b>Disposal instructions</b>	Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.
<b>Local disposal regulations</b>	Dispose in accordance with all applicable regulations.
<b>Hazardous waste code</b>	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
<b>Waste from residues / unused products</b>	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
<b>Contaminated packaging</b>	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

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## 14. Transport Information

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<b>U.S. Department of Transportation (DOT)</b>	Not regulated as dangerous goods.
<b>Transportation of Dangerous Goods (TDG - Canada)</b>	Not regulated as dangerous goods.

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## 15. Regulatory Information

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<b>Canadian federal regulations</b>	This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations.
<b>WHMIS status</b>	Not Controlled
<b>US federal regulations</b>	
<b>TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)</b>	Not regulated.
<b>CERCLA Hazardous Substance List (40 CFR 302.4)</b>	Not listed.
<b>Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)</b>	Not regulated.
<b>Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List</b>	Not regulated.
<b>Superfund Amendments and Reauthorization Act of 1986 (SARA)</b>	
<b>Hazard categories</b>	Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No
<b>SARA 302 Extremely hazardous substance</b>	No
<b>SARA 311/312 Hazardous chemical</b>	No
<b>SARA 313 (TRI reporting)</b>	Not regulated.

**Other federal regulations****Safe Drinking Water Act (SDWA)** Not regulated.**Food and Drug Administration (FDA)** Not regulated.**US state regulations**

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

**US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance**

Not listed.

**US. Massachusetts RTK - Substance List**

Not regulated.

**US. Pennsylvania RTK - Hazardous Substances**

Not regulated.

**US. Rhode Island RTK**

Not regulated.

**Inventory status**

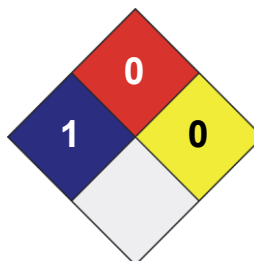
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

**16. Other Information**

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

<b>HEALTH</b>	/ 1
<b>FLAMMABILITY</b>	0
<b>PHYSICAL HAZARD</b>	0
<b>PERSONAL PROTECTION</b>	X

**Disclaimer**

The information in the sheet was written based on the best knowledge and experience currently available. Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

**Issue date** 28-September-2015**Effective date** 01-August-2014**Expiry date** 01-August-2017**Further information** Not available.**Prepared by** Dell Tech Laboratories, Ltd. Phone: (519) 858-5021**Other information** This Safety Data Sheet was prepared to comply with the current OSHA Hazard Communication Standard (HCS) adoption of the Globally Harmonized System of Classification and Labeling of Chemicals (GHS).

This SDS conforms to the ANSI Z400.1/Z129.1-2010 Standard.



**ICE**  **KICKER**®

ROAD SALT WITH A **KICK**



SALTWORX®

# ICE KICKER®

## SAVE TIME

### *Works faster*

IceKicker's specially formulated additive kick starts the brining process helping cut snow and ice faster than before!



*Kamas, UT - February 2018  
3°F - City road melted with IceKicker*



*Bountiful, UT - December 2015  
18°F - 4 minutes after plowing*



**70%  
OF UNTREATED  
SALT STAYS  
ON THE ROAD**

### **TRADITIONAL ROAD SALT**

30% ends up on the shoulder.



**96%  
OF PRE-TREATED  
SALT STAYS  
ON THE ROAD**

### **ICE KICKER ROAD SALT**

4% ends up on the shoulder.

Salt Bounce and Scatter Study, Lansing, MI: Michigan Department of Transportation, 2012. Print.

## SAVE MONEY

### *Use Less*

IceKicker sticks to the road reducing "bounce and scatter" and wasted salt.

### *More Effective*

IceKicker melts roads faster and at colder temperatures, thus reducing operating costs.

### *Pre-Treated and Ready to Go*

IceKicker is a ready-made product that saves time and money on pre-wetting equipment and liquids.

## SAVE LIVES

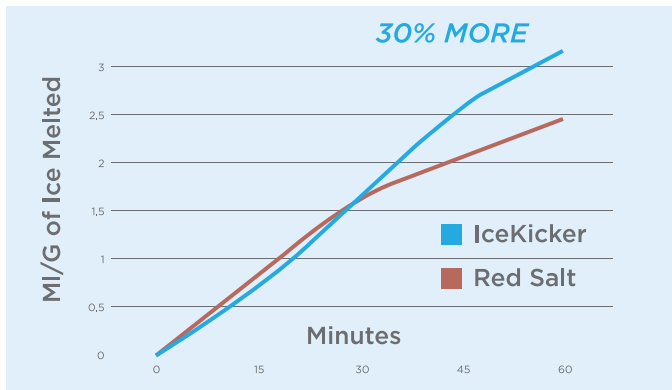
### *Visible*

IceKicker's blue color helps emphasize where crews have been and what roads are safe.

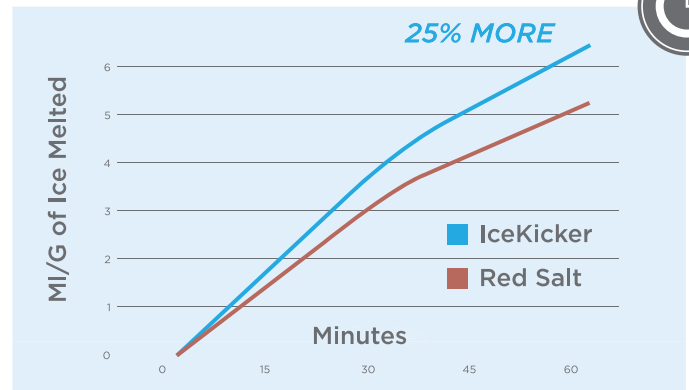


PLEASE NOTE: The information in this brochure, including images, is provided in good faith but is for informational purposes only. Actual product may vary, including appearance and performance. Customer is responsible for its own specific use of products.

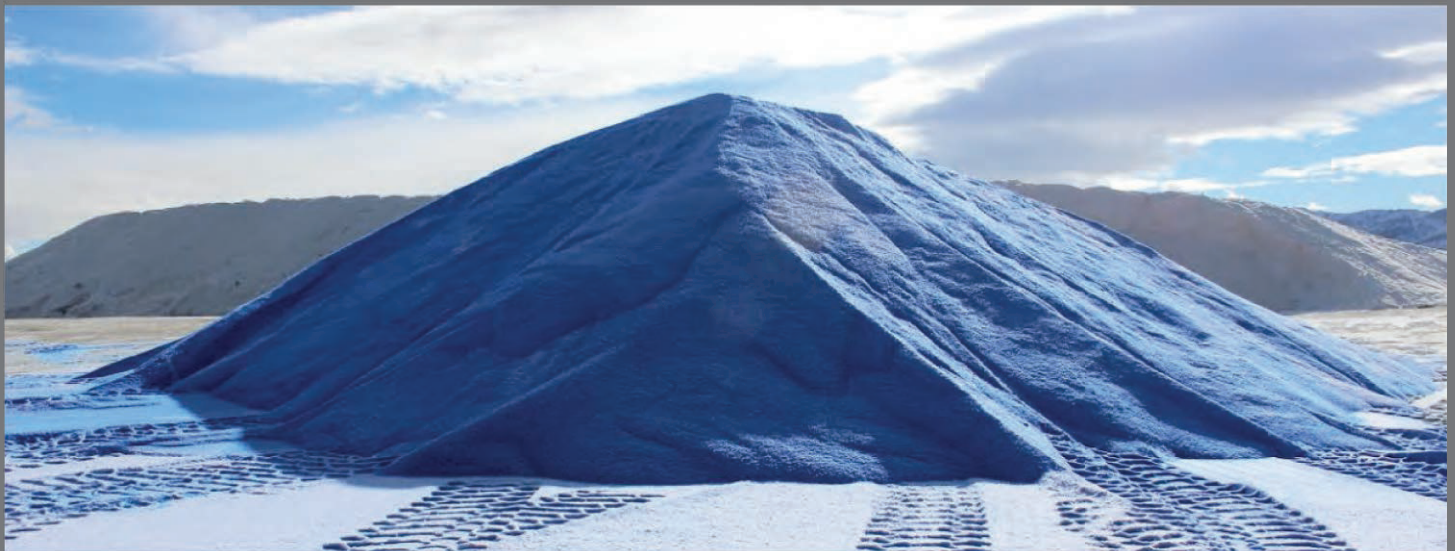
SHRP H-205.1 Ice Melting Test at 15°



SHRP H-205.1 Ice Melting Test at 25°



Testing conducted by the Western Transportation Institute - Bozeman, MT - December 17, 2015



### 50% Less Corrosive

IceKicker is approved on the Pacific Northwest Snowfighters / Qualified Product List under Category 4C - Corrosion Inhibited Solid Sodium Chloride.

IceKicker has a corrosion rate score of 50 which means it's 50% less corrosive than standard grade white salt. That's 50% less corrosion on equipment, infrastructure, and the environment!



# ICE KICKER®

**“This stuff WORKS! I’ve tried all different types of deicing salt over the years and nothing compares to IceKicker! At near zero degrees, we had puddles of water on our city streets. I am very impressed with this product!**

*Jon Lesko - City of Rock Springs - Rock Springs, WY*

**“I had a snow packed road, the temperature was 22°. I put down IceKicker and in 10 minutes I had running water on the road. IceKicker flat out works, no doubt about it!”**

*Jamie Jensen - Cache County - Logan, UT*

**“I’ve used a lot of deicing salts throughout my 30 years in public works but none of them have worked as well as IceKicker! IceKicker works fast and effectively saving money on our budget, and cutting down on operating costs. The citizens like that you can see it, but it doesn’t leave behind a dirty residue; and my guys like that it cuts ice at temperatures they haven’t seen before. IceKicker has definitely been a win/win for our city!”**

*Danny Martinez - Public Works Superintendent - Cottonwood Heights, UT*

**VISIT OUR WEBSITE AT  
[www.saltworx.net](http://www.saltworx.net)**

Ask about our salt brine enhancer:

COLD  STORM®

  
SALTWORX®



## SPECIALLY ENHANCED TO QUICKLY CLEAR ROADS

Salt has been the backbone of the de-icer industry for years. It's the most cost-effective option to keep roads clear during harsh winter conditions. QwikSalt® is just that but better, providing an economical and fast-acting solution to clear even the iciest winter roads quickly and effectively.

### THE RIGHT MIX MELTS AT LOWER TEMPERATURES

QwikSalt is enhanced with magnesium chloride to help clear roads faster and more effectively, with less bounce and scatter. Because of its composition, QwikSalt can melt ice at lower temperatures than straight salt.

### EXCELLENT BRINING SALT

QwikSalt is 98.5 percent pure sodium chloride. It's the perfect formula that won't clog your brine maker when you need it most.



#### IMPURITIES DO NOT MELT ICE – SALT MELTS ICE

Some salts contain impurities such as clay and iron, which do not melt ice and offer no traction improvements on snowy, icy roads. QwikSalt melts the ice, clears the roads and creates safer conditions for travelers.

#### NATURALLY RENEWABLE

Minerals come directly from the Great Salt Lake. Produced with solar energy, QwikSalt has virtually no carbon footprint. We are very respectful to the environment and take every measure to achieve sustainability.





**HIGH QUALITY DE-ICING SALT TO KEEP ROADS THEIR SAFEST**

## HIGH QUALITY CONTROL AT THE GREAT SALT LAKE

QwikSalt is produced through solar evaporation technology from the Great Salt Lake in Utah. The salt is washed for removal of impurities, dewatered, selectively screened to guarantee this special gradation of salt, and mixed with magnesium chloride for enhanced performance and ease of storage.

## CONVENIENT DISTRIBUTION

Strategically located to service your de-icing needs, Compass Minerals provides high quality salt and dependable service throughout the United States. Its mines, evaporation plant, and depot system make sure that salt is available when and where you need it.







**MOISTURE IS THE ENEMY. DRIROX IS YOUR ALLY.**



**For more  
information or  
to get a bid:**

**800-693-3334**

DriRox is a high performance deicing salt that every road maintenance program should have in its arsenal. Free-flowing and uniform in size, Delivers more effective and longer-lasting results because it has a lower moisture content than other solar salts.

### **Less Moisture. More Performance.**

Some salts have a moisture content of 2.0% or more, which can cause clumping, poor application, clogging, and a variety of challenges. DriRox is kiln dried solar salt with a moisture content less than 0.1%. This helps ensure:

- No freezing or clumping
- Better flow
- More effective application
- Faster acting than red salt
- Easier mix to create brine



### **The Importance of Purity**

Impurities in salt do not significantly contribute to the overall melting effectiveness. In some salts, these contaminants represent up to 10% of the salt, meaning less ice melting performance and additional cleanup costs after a storm.

**100% → DRY  
100% → SALT  
100% → EFFECTIVE**



## How does your salt size up?

Salt sizing can significantly impact melting effectiveness. The particle size of salt products typically fall into three forms:

### FINES



- Very small particles, similar to talcum powder in appearance
- Tend to melt ice quickly, but resulting liquid refreezes quickly
- As temperature drops or as snow dilutes product blows away with stormy wind

### DriRox



- Around 1/8" in size – lasts longer on the road
- Yields larger holes in snow and ice
- Tend to last when temperature drops
- Balances benefits of boulders and fines
- Ideal for brining salt

### BOULDERS



- Around 3/4" in size or larger
- Tend not to dissolve completely, not ideal for brine mixing
- Bounce and scatter often leads to losing larger salt granules



**DriRox is screened to remove all fines and boulders, resulting in a uniform grain size that ensures a predictable, effective, long-lasting ice melting performance.**



Discover how DriRox can better serve your winter maintenance program and your bottom line today. For more information or to get a bid, call

800-693-3334



SALTWORX

IceKicker® High  
Performance  
Road Salt

Safety Data Sheet

Page 1/4

## 1. Product and Company Identification

Product Name	IceKicker® High Performance Road Salt
Company	SaltWorx LLC PO Box 628 Morgan, UT 84050
Product Information	(801) 791-3321
Emergency Contact	(801) 791-3321
Date Prepared	October 2015
Chemical Name(s)	Complex Chloride Blend (Sodium Chloride)
Suggested Use	High Performance Roadway Deicing Salt

## 2. Hazards Identification

<b>Routes of Entry</b>	Skin absorption, eye contact, inhalation, ingestion	
<b>Potential Acute Health Effects</b>	<b>Eyes</b>	Irritant after contact
	<b>Skin</b>	Irritant after contact
	<b>Inhalation</b>	Irritant after inhalation
	<b>Ingestion</b>	Irritant, potential gastrointestinal distress
<b>Potential Chronic Health Effects</b>	<b>Carcinogenic Effects</b>	Not classified or listed by IARC, NTP, OSHA
	<b>Mutagenic Effects</b>	Not Available
<b>Medical Condition Effects</b>	Prolonged exposure not known to aggravate medical conditions	

### 3. Composition/Information on Ingredients

Component	CAS #	% Component
Sodium Chloride	7647-14-5	93% - 96%
Proprietary Blend of Melting Power Enhancers	N/A	3% -5%
Water	7732-18-5	< 4.5%

### 4. First Aid Measures

<b>Eye Contact</b>	Flush with water for at least 15 minutes. Seek medical attention if irritation persists.
<b>Skin Contact</b>	Wash thoroughly with soap and water. Seek medical attention if irritation persists.
<b>Inhalation</b>	Move to fresh air. If not breathing, administer CPR. Seek medical attention if irritation persists.
<b>Ingestion</b>	Do not induce vomiting. Rinse mouth with water. Seek medical attention if irritation persists.

### 5. Fire Fighting Measures

Flash Point	Not Available
Flammable Limits	Not Available
Auto ignition Temperature	Not Available
Extinguishing Media	None Required. As required for surrounding materials.
Fire & Explosion Hazards	None
Special Fire Fighting Procedures	None
Fire Protective Clothing	Self-contained breathing apparatus (SCBA) and full turnout gear recommended

### 6. Accidental Release Measures

<b>Small or Large Spill</b>	Small or Large Spill Use rubber gloves and eye protection with appropriate tools to place spilled material into a suitable waste disposal container. Spread water on the contaminated surface and dispose of in a manner compliant with federal, state and local regulations.
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### 7. Handling and Storage

<b>Handling</b>	Provide adequate ventilation if dust is generated by equipment
<b>Storage</b>	Store in a dry location

### 8. Exposure Controls and Personal Protection

<b>Engineering Controls</b>	Provide adequate ventilation to reduce dust during handling.
<b>Personal Protection</b>	
<b>Eyes</b>	Safety glasses
<b>Body</b>	Not generally required.
<b>Respiratory</b>	Not generally required.

## 9. Physical and Chemical Properties

<b>Physical State</b>	White Crystalline Solid
<b>Appearance</b>	Blue
<b>Odor</b>	None
<b>pH</b>	6-8 (Neutral)
<b>Solubility</b>	90-99% in cold or hot water

## 10. Stability and Reactivity

<b>Stability</b>	Stable
<b>Instability</b>	None
<b>Hazardous Decomposition</b>	None
<b>Incompatibility</b>	Oxidizing agents, acids
<b>Hazardous Polymerization</b>	Will not occur

## 11. Toxicological Information

Toxicity to Animals	Not Determined
Chronic Effect to Humans	Not classified or listed by IARC, NTP, OSHA
Other Human Toxic Effects	Slight eye, skin, stomach and lung irritant

## 12. Ecological Information

Toxicological Information	None
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## 13. Disposal Consideration

Waste Disposal	Dispose of in accordance with all federal, state and local regulations.
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## 14. Transportation Information

DOT Classification	Not a United States DOT controlled material
US Federal Regulations	Not subject to reporting under SARA, Title III, Section 313
State Regulations	None
Canadian Regulations	Not controlled under WHMIS (Canada)

## 15. Regulatory Information

OSHA, Department of Transportation, EPA, SPSC – Not Regulated as Hazardous.

## 16. Other Information

Last Updated by SaltWorx on 10-15-2017

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The information contained herein is accurate, to the best of our knowledge. However, SaltWorx nor any of its subsidiaries, suppliers or distributors assume any liabilities whatsoever for the completeness or accuracy of the data or the results of the use thereof.

Final determination as to the suitability for use is the sole responsibility of the user. No warranty of any type is expressed or implied.



# SALTWORX

## PRODUCT DATA SHEET

ICEKICKER® - High Performance Road Salt  
SaltWorx LLC

### DESCRIPTION:

ICEKICKER® High Performance De-Icing Salt is a coarse graded screened solar salt crystallized from brines from the Great Salt Lake in Utah. ICEKICKER has been pre-treated with a proprietary liquid enhancer for the control of ice and snow under challenging winter road maintenance conditions. ICEKICKER melts ice faster and at colder temperatures than typical road salts. ICEKICKER also meets the requirements of most Local and State public authorities.

### Chemical Analysis:\*

Components	Units	Typical	MIN / Max
Sodium Chloride	%	97	92.0 Min
CaCl(0.5%) MgCl(0.5%) KCl(0.5%)	%	1.5	
Moisture	%	3	5.0 Max
Water Insolubles	%	>.02	.05 Max

### SIEVE ANALYSIS ( SIZE):\*

U.S.S. MESH	% Wt. Passing Min / Max Range Typical
1/2 Inches	100
3/8 Inches	90 - 100
# 4	75 - 100
# 8	20 - 60
# 16	15 - 45
# 50	0 - 10

\* All of the above information and data are based on the best available chemical, analytical, and sieve information. Product data sheets will be updated as new information and data are collected

\*October 15, 2017

# Product Data Sheet



9900 West 109<sup>th</sup> Street – Suite 100  
Overland Park, Kansas 66210  
Phone 800-755-7258 Fax 800-359-7258

## QWIKSALT

### PRODUCTION LOCATION

Ogden, Utah

### PRODUCT DESCRIPTION

Solar Salt produced by standard solar evaporation technology from the Great Salt Lake in Utah. The salt is washed for removal of impurities, dewatered, selectively screened to insure this special gradation of salt, admixed with magnesium chloride and sodium ferrocyanide, and quality control tested.

### TYPICAL SCREEN ANALYSIS

Retained and Cumulative

U.S.S Mesh	Tyler Mesh	Open. (In.)	Ret. %	Range %	Cum. %	Range %
3	0.265	0.265	5.9	0-26	5.9	0-26
4	4	0.1870	12.5	0-29	18.4	0-53
8	8	0.0937	38.5	6-71	55.9	28-86
16	14	0.0469	28.8	0-62	85.7	67-100
30	28	0.0236	10.0	0-24	95.7	80-100
Pan	Pan		4.3	0-19	100.0	

Average Particle Size 0.108 inches (7.4 mesh)

### PHYSICAL PROPERTIES

Bulk Density 72 lbs/cubic foot

Chemical Analysis		Typical	
Sodium Chloride (dry basis)	NaCl	(%)	99.91
Magnesium Chloride	MgCl <sub>2</sub>	(%)	0.60
Moisture		(%)	3.30
Water Insolubles		ppm	157

### METHOD OF ANALYSIS

American Society for Testing and Materials Procedures E534 and D632. All other testing is from Compass Minerals' internal quality control procedures, which are available upon request.

Product Description and Codes	UPC code	Product Code
Bulk		85051

### ADMIXTURE

Minimum 50 parts per million sodium ferrocyanide (YPS) added to prevent caking.

0.60 percent magnesium chloride is added as an anti-freezing agent.

June 2015



# Product Data Sheet



9900 West 109<sup>th</sup> Street – Suite 100  
Overland Park, Kansas 66210  
Phone 800-755-7258 Fax 800-359-7258

## DRIROX™ EXTRA COARSE SOLAR SALT

### PRODUCTION LOCATION

Ogden, Utah

### PRODUCT DESCRIPTION

Solar Salt produced by standard solar evaporation technology from the Great Salt Lake in Utah. The salt is washed for removal of impurities, kiln dried, selectively screened to insure this special gradation of salt, and quality control tested.

### TYPICAL SCREEN ANALYSIS

Retained and Cumulative (99.7% Confidence)

U.S.S Mesh	Tyler Mesh	Open. (In.)	Ret. %	Range %	Cum. %	Range %
-	3	0.265	1.7	0 – 6	1.7	0 – 6
4	4	0.187	10.5	0 – 21	12.1	0 – 26
6	6	0.132	33.4	19 – 48	45.5	23 – 69
8	8	0.0937	43.2	29 – 58	88.7	75 – 100
12	10	0.0661	8.2	0 – 18	96.9	90 – 100
14	12	0.0555	1.6	0 – 7	98.4	95 – 100
Pan	Pan		1.6	0 – 5	100.0	

Average Particle Size 0.139 inches (5.75 mesh)

### PHYSICAL PROPERTIES

Bulk Density 63 lbs/cubic foot

Chemical Analysis (99.7% Confidence)		Typical	Range
Sodium Chloride	NaCl (%)	99.82	99.35 - 100.0
Calcium	Ca ppm	155	0 – 838
Magnesium	Mg ppm	249	0 – 984
Potassium	K ppm	356	0 – 751
Sulfate	SO <sub>4</sub> ppm	930	0 – 4028
Moisture	(%)	0.05	0.01 – 0.10
Water Insolubles	ppm	69	0 – 184

### METHOD OF ANALYSIS

American Society for Testing and Materials Procedure E534. All other testing is from Compass Minerals' internal quality control procedures, which are available upon request.

Product Description and Codes	UPC code	Product Code
Bulk		85009

### ADMIXTURE

No additives – Pure salt

June 2015

## Bid Response Summary

**Bid Number** ITB 6057-24  
**Bid Title** Snow and Ice Control Products  
**Due Date** Monday, February 12, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Custom Salt Solutions  
**Submitted By** Bryce Lund - Monday, February 12, 2024 9:55:41 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 bryce@customsaltsolutions.com 5094893100

**Comments**

**Question Responses**

Group	Reference Number	Question	Response
BACKGROUND			
	1	The City of Spokane Street Maintenance Division is responsible for cleaning, repairing and performing preventative maintenance on the 2,200 lane miles of paved streets and 61 lane miles of gravel streets. The Street Department operates 24 hours a day, seven days a week during the Winter Season and uses a considerable quantity of Ice/snow management material to ensure the safety of its roadway system during these busy and unpredictable months.	Yes
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
INTERPRETATION			

#1	If the Bidder discovers any errors, discrepancies, or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF BIDS		
#1	Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the opening date.	I agree and I acknowledge
GRANT FUNDING		
#1	NO Grant money will be used – Department operating budget will be used.	I agree and I acknowledge
DEFINITIONS		
Bidder	One who submits a Bid	I agree and I acknowledge
Vendor	Bidder to whom contract or purchase order is awarded.	I agree and I acknowledge
Purchaser	City of Spokane and other government agencies (Pursuant to RCW 39.34).	I agree and I acknowledge
Until Further Notice	Any time in excess of ninety (90) days from date of opening.	I agree and I acknowledge
Cost	Total cost of ownership based on the best available information.	I agree and I acknowledge
PRODUCTS		
ROAD SALT - CORROSION INHIBITED SOLID SODIUM CHLORIDE - MODIFIED GRADATION (ICE SLICKER/KICKER)	Category 4B on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
ROAD SALT - STANDARD GRADATION, ROAD SALT	Category 8A-R on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
BRINE SALT - LIQUID - CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE	Category 1 on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree

	BRINE SALT - LIQUID - CORROSION INHIBITED LIQUID CALCIUM CHLORIDE	Category 2 on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
Contact Information:			
1		Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Bryce Lund - Owner 509-979-7296 Michelle Torrissi - Dispatch 509-489-3100
1.1		Person confirms Company will confirm compliance with all instructions, terms, and conditions of this Request for Bids, to furnish items at the prices stated	I agree and I acknowledge
2		How many Addenda do you acknowledge receipt of?	2
NON-COLLUSION			
#1		The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding the items covered by this Bid invitation.	Certifies No Agreement Has Been Entered
Delivery:			
1		Normal Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within three (3) Business Days ARO.	Yes
2		EMERGENCY Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within TWENTY-FOUR (24) Hours ARO.	Yes
3		These items will be purchases on an "As Needed" basis by the City of Spokane Street Department.	I acknowledge and I understand
4		F.O.B. Delivery Points for Liquid Delcer: 901 N Nelson St., Spokane WA (Street Department Building Site) 5200 N Florida St., Spokane WA ("Ranch" storage site) 4315 E Sprague Ave., Spokane WA ("Hobo" storage site) 7202 N Nine Mile Road (North Side Landfill storage site)	I acknowledge and I understand

5	F.O.B. Delivery Points for Solid Products: 901 N Nelson St., Spokane WA (Street Department Building Site) 5200 N Florida St., Spokane WA ("Ranch" storage site) 7202 N Nine Mile Road (North Side Landfill storage site)	I understand and I agree
Term of Value Blanket Order:		
1	The Value Blanket Order resulting from this ITB will be for a five year period, beginning approximately March 1 2024, and terminate on February 29, 2029.	I acknowledge and I understand
Payment Terms:		
1	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I acknowledge and I understand
Additional Items:		
1	The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions. If Yes, prices are good until further written notice.	Yes
Business Registration:		
1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	I acknowledge and I understand

2	City of Spokane Business Registration Number:	604-54-2424
Special Instructions:		
1	Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I acknowledge and I understand
2	Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and I understand
3	Brochures to be included with Bid Proposal forms if applicable.	I acknowledge and I understand
4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the bid in a manner that is most advantageous to the continued efficient operation of the RPWRF.	I acknowledge and I understand
5	The Vendor must have an adequate supply within a 25 mile distance, or 24-hour response/delivery of the City of Spokane.	I acknowledge and I understand
6	Federal and State laws governing this product must be satisfied.	I acknowledge and I understand
7	It shall be the Vendor's responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
8	SAFETY DATA SHEETS must be uploaded here for the product you are bidding on. Upload Here.	Road Rage SDS.pdf

9	<p>References are to be uploaded here. Bidder must furnish names, addresses, telephone numbers and e-mail addresses of representatives of at least three (3) companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two (2) references which most nearly apply. References must be located in similar climates.</p>	<p>Republic Service (NRC) - Road Rage Robert Keese 21 N Julia Street Spokane, WA 99202 Jeff Main 509-590-5717  jmain@republicservices.com  City of Chelan - Road Rage P.O. Box 1669 Chelan WA. 98816 Jackson -509-682-4575-  jengstrom@cityofchelan.us  Central Valley School District - Road Rage Greg Romey 509-217-5633 17515 E Apple way Ave Spokane Valley WA. 99016 gromey@cvsd.org  City of Sandpoint Cheryl Hughes 1123 lake Street Sandpoint Id 83864 208-255-2657  chughes@sandpointidaho.gov</p>
10	<p>Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.</p>	<p>I agree and I acknowledge</p>
11	<p>If you took exception to any of the above, explain in detail.</p>	
<p>Technical Specifications:</p>		
1	<p>The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.</p>	<p>I acknowledge and I understand</p>
2	<p>The products on this Invitation to bid must meet the minimum requirements as put forth on the Clean Roads Qualified Products List (QPL) document in the Documents section for this project in ProcureWare</p>	<p>I acknowledge and I understand</p>
3	<p>Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.</p>	<p>Product Data Sheet Standard Gradation Road Salt.pdf</p>
4	<p>State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product</p>	<p>Broken Arrow Inc. 2650 Ellerbeck Rd, Grantsville, UT 84074</p>
5	<p>If you took exception to any of the above, explain in detail.</p>	

Terms and Conditions:		
1	All freight charges shall be the responsibility of the winning supplier.	I agree and I acknowledge
2	The City reserves the right to accept or reject any variance from the noted specifications and to award this business in a manner that is most advantageous to the continued efficient operation of the City. This quote may be split and awarded to multiple suppliers.	I agree and I acknowledge
3	Delivery time shall be a consideration of awarding this business. Therefore, the City requires an ETA at time of bid.	I agree and I acknowledge
4	The respondent certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this invitation to bid.	I agree and I acknowledge
5	Bidders must provide a minimum of ninety (90) days for acceptance by the City from the bid due date.	I agree and I acknowledge
6	Supplier (____ IS) ( ____ IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
7	Supplier (____ IS) ( ____ IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
8	The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.	I acknowledge and I understand



9	Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge
10	Bid Errors: When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of Bidder's bid.	I acknowledge and I understand
11	Rejection of Bids: The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	I acknowledge and I understand
12	AWARD OF CONTRACT: Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results. The City reserves the right to award to more than one contract.	I acknowledge and I understand
13	ORGANIZATION Proposal of an ( ) individual ( ) partnership ( ) corporation organized and existing under the Laws of the State of _____	Corporation State of Idaho/ Washington

14	<p>INTERLOCAL PURCHASE AGREEMENTS The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.</p>	Yes
15	<p>Bidder accepts has read and acknowledges compliance with Terms and Conditions, located in "Documents Tab". If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.</p>	I agree and I acknowledge
<p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>		
1	<p>All materials submitted to the City in response to this competitive procurement shall become the property of the City.</p>	I agree and I acknowledge
2	<p>All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.</p>	I agree and I acknowledge

3	<p>When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.</p>	I agree and I acknowledge
4	<p>The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.</p>	I agree and I acknowledge
INSURANCE		
1	<p>Awarded Supplier must provide Certificate of Insurance, at its own expense, prior to performing deliver for the below insurance coverage(s):</p>	I agree and I acknowledge
2	<p>a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.</p>	I agree and I acknowledge

3	<p>b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers, and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract.</p>	I agree and I acknowledge
4	<p>c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>	I agree and I acknowledge
5	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p>	I agree and I acknowledge
6	<p>There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured, as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.</p>	I agree and I acknowledge
Evaluation of Quotes:		

1	<p>Evaluation of Quotes Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.</p>	I acknowledge and I understand
Polychlorinated Biphenyls (PCBs):		
1	<p>In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.</p>	Yes
1.1	<p>As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?</p>	Don't Know
1.2	<p>If so were PCBs found at a measurable level?</p>	Don't Know
1.3	<p>As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?</p>	Don't Know

1.4	If so attach the results or note from whom the results can be obtained.	
1.5	Do you have reason to believe the product contains measurable levels of PCBs?	No
1.6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
PRICING		
1	FREIGHT TRANSPORTATION CHARGES will be the responsibility of the winning Vendor.	I agree and I acknowledge
2	Unit Price Per Ton is inclusive of all Freight Transport, Delivery, Handling, and Demurrage Charges. Invoices are to be billed by Ton.	I agree and I acknowledge
3	Does Vendor intend on charging a Tariff/Freight Surcharge per each delivery?	No
3.1	If intending on charging a Tariff/Freight Surcharge per delivery, state how surcharge is calculated, and provide a calculated example.	N/A
4	If intending on charging additional fees or cost for Emergency Deliveries, state fees or cost, and how fees or cost are calculated, and provide a calculated example.	Please see per ton charge for emergency deliveries on Pricing section. Minimum \$200.00 additional charge for emergency deliveries. Please ask for clarification if there are any questions. Thank you!
5	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should -not- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
6	The Vendor's prices shall be firm throughout the first year of the contract period.	I agree and I acknowledge
6.1	Bidder has entered Pricing on the Pricing Tab. Unit Pricing Did Not Include Tax.	I agree and I acknowledge
7	PRICING ADJUSTMENTS: Pricing can be requested on the anniversary of the award with justification.	I agree and I acknowledge



Annual Quantities shown on "Pricing Tab" are estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Unit Pricing SHOULD NOT include tax.

1	Road Salt- Corrosion Inhibited Solid Sodium Chloride - Modified Gradation (Ice Slicker/Kicker)	Base	Per Ton	350.00			
2	Road Salt - Standard Gradation, Road Salt	Base	Per Ton	2,000.00	\$189.51	\$379,020.00	8A-R Standard gradation coarse kiln dried
3	Brine Salt - Liquid - Corrosion Inhibited Liquid Magnesium Chloride	Base	Per Ton	6,500.00			
4	Brine Salt - Liquid - Corrosion Inhibited Liquid Calcium Chloride	Base	Per Ton	6,500.00			
5	Road Rage	Base	Per Ton	2,000.00	\$153.68	\$307,360.00	



6	White Salt	Base	Per Ton	2,000.00	\$189.51	\$379,020.00	8A-B Standard Gradation Coarse Kiln Dried
EMERGENCY DELIVERY							
EMERGENCY DELIVERY	Additional Freight Cost per GALLON for Emergency Deliveries ONLY. Cost Should Not Include Tax. - This would be for any of the above referenced products	Base	Per Ton	1.00	\$10.00	\$10.00	Cost per "Gallon is listed in description, but per ton on the UOM. This rate would be \$10.00/ton of granular product for emergency loads
<b>Total Base Bid</b>	<b>\$1,065,410.00</b>						



## Safety Data Sheet

### 1 – Product and Company Identification

<b>Trade Name:</b>	<b>Road Rage</b>
<b>Synonyms:</b>	sodium chloride, magnesium chloride granular
<b>Product use:</b>	Anti-ice, de-ice, ice melter
<b>Restrictions:</b>	None known
<b>Manufacturer:</b>	Custom Salt Solutions LLC
<b>Contact Address:</b>	900 N Nelson St Ste B Spokane, WA 99202
<b>Telephone Number:</b>	888.489.3101 509.489.3100
<b>Website:</b>	www.customsaltsolutions.com
<b>Emergency Telephone Number (Cemtrec):</b>	800.424.9300

### 2 – Hazard Identification

<b>Classification:</b>	Serious eye damage/eye irritation – Category 2A
<b>Signal Word:</b>	WARNING
<b>Hazard Statement:</b>	H319: Causes serious eye irritation
<b>Pictogram:</b>	



### Precautionary Statements

<b>Response:</b>	P305+P351+P338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. P337+P313: if eye irritation persists: Get medical attention.
<b>Prevention:</b>	P280: Wear eye or face protection. P264: Wash hands thoroughly after handling.



**Storage:** N/A  
**Disposal:** N/A

### 3 – Composition/Information on Ingredients

<b>Chemical Name:</b>	<b>CAS. Reg. No.</b>	<b>Weight %</b>
Sodium Chloride	007647-14-5	97%
Calcium Chloride	10043-52-4	0.2%
Potassium Chloride	7447-40-7	0.2%
Magnesium Chloride	7786-30-3	3%
Water Insolubles		0.02%

### 4 – First Aid

**Eyes:** Promptly flood with water and continue washing for at least 15 minutes. Consult an ophthalmologist.

**Inhalation:** Move to fresh air; if breathing is difficult or discomfort persists, GET MEDICAL ATTENTIONS.

**Ingestion:** If swallowed will cause nausea and vomiting. If victim is conscious, have victim drink water. If victim is unconscious or having convulsions, do nothing except keep victim warm and GET THEM MEDICAL ATTENTION.

**Skin:** If necessary, remove contaminated clothing and shoes. Flush affected areas with plenty of water for at least 15 minutes.

### 5 – Fire Fighting Measures

**Extinguishing:** This product is non-flammable

**Exposer Hazards:** Avoid breathing corrosive vapors; keep upwind. Dike area to prevent runoff and contamination of water sources

**Protective Equipment for Fire Fighting:** Self-contained breathing apparatus (SCBA) and full protective gear

**Fire Fighting Procedures:** N/A

**NFPA Rating:** Health – 0



Flammability - 0

Instability - 0

0=Insignificant 1=Slight 2=Moderate 3=High 4=Extreme

**Uniform Fire Code Rating:** N/A

## 6 - Accidental Release Measures

**Personal Precautions:** Keep authorized personal from entering the area. Spilled material may cause a dust hazard. Wear personal protective equipment as described in section 8.

**Emergency Procedures:** Isolate area.

**Methods of Containment and Clean-up:** Sweep up material and collect in a suitable container for disposal. Flush area with water.

## 7 - Handling and Storage

**Safe Handling:** Store at ambient temperature. Eye wash and safety shower should be provided within the immediate work area for emergency use. Launder contaminated clothing before re-use. Prevent possible eye and skin contact by wearing protective clothing and equipment.

**Storage:** Protect from atmospheric moisture.

**Work/Hygienic Practices:** Avoid contact with eye, skin, and mucous membranes. Wash hands thoroughly with soap and water before eating, drinking, smoking or using toilet facilities. Do NOT place food, coffee or other drinks in the area where dusting or splashing of solutions is possible.

**Ventilation:** Use local exhaust in enclosed areas. Natural ventilation for outdoor areas.

## 8 - Exposure Control/Personal Protection

**Respiratory Protection:** N/A



<b>Ventilation:</b>	Use local exhaust in enclosed area. Use natural ventilation for outdoor areas.
<b>Protective Clothing:</b>	Use impervious clothing, rubber gloves, and rubber boots.
<b>Eye Protection:</b>	Use splash-proof safety goggles and splash shields where there is any possibility of calcium chloride contacting the eyes.
<b>Other Protective Clothing or Equipment:</b>	N/A
<b>Work/Hygienic Practices:</b>	Avoid contact with eyes, skin, and mucous membranes. Wash hands thoroughly with soap and water before eating, drinking, smoking or using toilet facilities. DO NOT place food, or drink in areas where dusting or splashing of solution is possible.

## 9 – Physical and Chemical Properties

<b>Appearance:</b> White crystalline	<b>Odor:</b> None
<b>Odor Threshold:</b> N/A	<b>pH:</b> N/A
<b>Melting Point/Freeze Point:</b> N/A	<b>Initial Boiling Point:</b> N/A
<b>Flash Point:</b> N/A	<b>Evaporation Rate:</b> N/A
<b>Flammability:</b> N/A	<b>Lower/Upper Explosive Limit:</b> N/A
<b>Pressure:</b> N/A	<b>Vapor Density:</b> N/A
<b>Relative Density:</b> N/A	<b>Solubility in Water:</b> 99%
<b>Partition Coefficient:</b> N/A	<b>Autoignition Temperature:</b> Non-Flammable
<b>Decomposition Temperature:</b> N/A	<b>Viscosity:</b> N/A
<b>% Volatiles:</b> N/A	<b>Specific Gravity:</b> N/A
<b>Molecular Weight:</b> 58.443	<b>VOC:</b> N/A

## 10 – Stability and Reactivity

<b>Reactivity:</b>	Low reactivity
<b>Chemical Stability:</b>	Stable
<b>Possibility of Hazardous:</b>	Hazardous polymerization will not occur
<b>Reactions Or Polymerizations:</b>	N/A
<b>Conditions to Avoid:</b>	N/A



**Incompatible Materials:** Metals will slowly corrode in aqueous solution. Keep away from galvanized iron, aluminum, and tin. Concentrated acids, Boric acid, nitric acid and calcium oxide are incompatible.

**Hazardous Decomposition Products:** If the liquid completely dries from fire, thermal decomposition products may include toxic and corrosive fumes of chlorine and hydrogen chloride. Product may react with some metals (aluminum, zinc, tin, etc.) to release flammable hydrogen gas.

## 11 – Toxicological Information

**Acute and Chronic Effect:** See Section 4

### Routes of Exposure

**Ingestion:** Yes  
**Inhalation:** Yes  
**Skin:** Yes  
**Eyes:** Yes

**Symptoms related to Physical, Chemical & Toxicological Characteristics:** N/A

**Numerical Measures of Toxicity:** Toxicity Data  
  
LD50: 1000 mg/kg, oral, rat  
  
Moderately toxic by ingestion, slightly toxic by dermal absorption.

**Chronic Toxicity:** N/A

**Carcinogenicity:**

Product Name: SO-CAL					
ACGIH	IARC	EPA	NIOSH	NTP	OSHA
No	No	No	No	No	No

## 12 – Ecological Information

**Ecotoxicology:** N/A



**Persistence and Degradability:** N/A

**Bioaccumulative Potential:**

Product/Ingredient	Log <sub>pow</sub>	BCF	Potential
-	-	-	-

**Mobility in Soil:** N/A

**13 – Disposal Consideration**

**Disposal of Container:** Dispose of in accordance with local, state, and federal regulations.

**14 – Transport Information**

This product is not regulated as a hazardous material, substance or dangerous good.

**15 – Regulatory Information**

**SARA 302 Extremely Hazardous Substance (EHS):** No chemical in this product is listed as an Extremely Hazardous Substance (EHS) under Section 302 of EPCRA.

**SARA 304 Extremely Hazardous Substance (EHS) Release Notification:** No chemical in this product is listed as an Extremely Hazardous Substance (EHS) which, if released to the environment in quantities at or above the substance’s Reportable Quantity (RQ), would require reporting to the SERC and LEPC under Section 304 of EPCRA.

**SARA 311/312 Hazards:**

SARA 311/312 Hazards				
Acute	Chronic	Flammability	Pressure	Reactivity
No	No	No	No	No

**SARA 313 Reportable** No chemical in this product is subject to annual **Chemicals:** emissions, transfers, or waste management reporting under the Community-Right-to-Know provisions of EPCRA Section 313, also known as the Toxic Release Inventory (TRI) Report or Form R.

**CERCLA Hazardous Substance:** No chemical in this product is listed as a CERCLA hazardous substance subject to the National Response



Center (NRC) release reporting requirements.

**Clean Air Act (CAA)  
Section 112(r) Air**

No chemical in this product is listed as an air pollutant under the U.S. Clean Air Act, Section 112(r)(40 CFR 61).

**California Prop 65  
Chemicals:**

This product does not contain any chemical known to the state of California to cause cancer and birth defects or other reproductive harm.

**Hazard Label Warning:**

This product does not require hazard label warning.

**TSCA (Toxic Substance  
Control Act):**

All chemicals substance in this product are listed on the U.S. TSCA Inventory List.

**Acronyms:**

CAS # - Chemical Abstract Service Registry Number

CERCLA - Comprehensive Environmental Response, Compensation, And Liability Act

EPCRA - Emergency Planning and Community Right-to-Know-Act

LEPC - Local Emergency Planning Committee

SERC - State Emergency Response Commission

## **16 - Other information**

**Revision Date:** 10/18/2018

**Supersedes:** 12/02/2016

**First Issued:** 10/03/2014

**Chemical Family/Type:** Inorganic Salt

**Section(s) Changed Since  
Last Revision:** Spelling corrections and paragraph orientation

**IMPORTANT! Read this SDS before use or disposal of this product. Pass along the information to employees and any other persons who could be exposed to the product to be sure that they are aware of the information before use or other exposure.** This SDS has been prepared accordance with the Globally Harmonized System of Chemical and Labeling of Chemicals (GHS) Fifth Edition and the OSHA Hazard Communication Standard [29 CFR 1910.1200]. The SDS information is based on sources believed to be reliable. Available data, safety standards, and government regulations are subject to change and the conditions of handling and use, or misuse are beyond our control; **Custom Salt Solutions LLC** makes no warranty, either expressed or implied, with respect to completeness or continuing accuracy of the information contained herein and disclaims all liability for reliance thereon. Additional information may be necessary or helpful for specific conditions and circumstances of use. It is the user's responsibility to determine the suitability of this product and to evaluate risks and exercise appropriate precautions for protection of employees and others prior to use.





# PRODUCT DATA SHEET

## KD Coarse

**BROKEN ARROW INC.**  
**SALT DIVISION**                      801.355.0527

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### DESCRIPTION:

BROKEN ARROW SOLAR SALT is harvested, dried and screened.

The Product is a solar salt that is white crystalline sodium chloride, crystallized from brines from the Great Salt Lake in Utah.

### Chemical Analysis:\*

Sodium Chloride	98.0%
Calcium Chloride	0.6%
Potassium Chloride	0.2%
Magnesium Chloride	0.4%
Sulfate	0.7%

### SIEVE ANALYSIS ( SIZE):\*

U.S.S. MESH	% Wt. Passing	Min / Max
	Range	Typical
Pass 1/4	100%	
Pass 4	70 - 90%	
Pass 5	15 - 70%	
Pass 8	5 - 15%	
Pass 10	0 - 5%	

Bulk Density:                                      Pounds per Cubic Foot    60 - 65

Product Location:                                      Broken Arrow Flux Salt Plant, Grantsville, Utah

\* All of the above information and data are based on the best available chemical analytical and sieve info. product data sheets will be updated as new information and data are collected  
lg 9-12-18



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/15/2024

**Committee Agenda type:** Consent

**Date Rec'd**

4/3/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 04/29/2024

**Submitting Dept**

STREETS

**Project #**

**Contact Name/Phone**

CLINT HARRIS 625-7744

**Bid #**

ITB #6057-24

**Contact E-Mail**

CEHARRIS@SPOKANECITY.ORG

**Requisition #**

VB

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

BWILKERSON KKLITZKE JBINGLE

**Agenda Item Name**

1100 - STREET DEPARTMENT LIQUID DEICER

**Agenda Wording**

The Street Department is seeking approval to purchase liquid deicer at a cost not to exceed \$1,500,000.00

**Summary (Background)**

Liquid Deicer was put out for bid (ITB #6057-24) and is awarded to GMCO Corporation, the low bidder, at a rate of \$218.82/ton. This product is used to address Winter roadway conditions.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 1,500,000.00

Current Year Cost \$ 1,500,000.00

Subsequent Year(s) Cost \$ N/A

**Narrative**

This product was put out for bid and the low bidder received the award.

**Amount**

**Budget Account**

Expense \$ 1,500,000.00

# 1100-21800-42660-53210-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	HARRIS, CLINT E.
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

<b><u>PURCHASING</u></b>	PRINCE, THEA

**Distribution List**

Rob Greene , rgreene@gmccorp.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	jdykes@spokanecity.org
jklapp@spokanecity.org	tprince@spokanecity.org
tbrazington@spokanecity.org	rrinderle@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	04/15/2024
<b>Submitting Department</b>	Streets
<b>Contact Name</b>	Clint Harris
<b>Contact Email &amp; Phone</b>	<a href="mailto:ceharris@spokanecity.org">ceharris@spokanecity.org</a> , 509-625-7744
<b>Council Sponsor(s)</b>	<u>Wilkerson, Bingle, Klitzke</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	1100 – Street Department Liquid Deicer
<b>Proposed Council Action</b>	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Street Department is seeking approval to purchase Magnesium Chloride Liquid Deicer at a cost not to exceed \$1.5 Million.</p> <p>Liquid Deicer was put out for bid (ITB #6057-24) and is awarded to GMCO Corporation, the low bidder, at a rate of \$218.82/ton. This product is used to address Winter roadway conditions.</p>
<p><b>Fiscal Impact</b>    \$1,500,000.00</p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1,500,000.00</u></p> <p>    Current year cost: \$1,500,000.00</p> <p>    Subsequent year(s) cost:</p> <p><b>Narrative:</b> <u>This product was put out for bid and the low bidder received the award.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A N/A, this product is used city-wide based upon road conditions.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A, this product is used city-wide based upon road conditions.	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Evaluation and consideration of this product and its appropriateness relative to other Winter Material products are constantly done during Winter months.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This product supports safe movement along City roadways.

## Bid Response Summary

**Bid Number** ITB 6057-24  
**Bid Title** Snow and Ice Control Products  
**Due Date** Monday, February 12, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** GMCO Corporation  
**Submitted By** sjuelfs@gmccorp.com sjuelfs@gmccorp.com - Friday, February 9, 2024 2:57:52 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 sjuelfs@gmccorp.com

**Comments**

**Question Responses**

Group	Reference Number	Question	Response
BACKGROUND			
	1	The City of Spokane Street Maintenance Division is responsible for cleaning, repairing and performing preventative maintenance on the 2,200 lane miles of paved streets and 61 lane miles of gravel streets. The Street Department operates 24 hours a day, seven days a week during the Winter Season and uses a considerable quantity of Ice/snow management material to ensure the safety of its roadway system during these busy and unpredictable months.	Yes
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
INTERPRETATION			

#1	If the Bidder discovers any errors, discrepancies, or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF BIDS		
#1	Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the opening date.	I agree and I acknowledge
GRANT FUNDING		
#1	NO Grant money will be used – Department operating budget will be used.	I agree and I acknowledge
DEFINITIONS		
Bidder	One who submits a Bid	I agree and I acknowledge
Vendor	Bidder to whom contract or purchase order is awarded.	I agree and I acknowledge
Purchaser	City of Spokane and other government agencies (Pursuant to RCW 39.34).	I agree and I acknowledge
Until Further Notice	Any time in excess of ninety (90) days from date of opening.	I agree and I acknowledge
Cost	Total cost of ownership based on the best available information.	I agree and I acknowledge
PRODUCTS		
ROAD SALT - CORROSION INHIBITED SOLID SODIUM CHLORIDE - MODIFIED GRADATION (ICE SLICKER/KICKER)	Category 4B on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
ROAD SALT - STANDARD GRADATION, ROAD SALT	Category 8A-R on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
BRINE SALT - LIQUID - CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE	Category 1 on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree

	BRINE SALT - LIQUID - CORROSION INHIBITED LIQUID CALCIUM CHLORIDE	Category 2 on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
Contact Information:			
1		Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Rob Greene, bid information 970-889-3852 rgreene@gmccorp.com Orders: pnworders@gmccorp.com 509-487-9171
1.1		Person confirms Company will confirm compliance with all instructions, terms, and conditions of this Request for Bids, to furnish items at the prices stated	I agree and I acknowledge
2		How many Addenda do you acknowledge receipt of?	4
NON-COLLUSION			
#1		The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding the items covered by this Bid invitation.	Certifies No Agreement Has Been Entered
Delivery:			
1		Normal Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within three (3) Business Days ARO.	Yes
2		EMERGENCY Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within TWENTY-FOUR (24) Hours ARO.	Yes
3		These items will be purchases on an "As Needed" basis by the City of Spokane Street Department.	I acknowledge and I understand
4		F.O.B. Delivery Points for Liquid Delcer: 901 N Nelson St., Spokane WA (Street Department Bldg Site) 5200 N Florida St., Spokane WA ("Ranch" storage site) 4315 E Sprague Ave., Spokane WA ("Hobo" storage site) 7202 N Nine Mile Road (North Side Landfill storage site)	I acknowledge and I understand



5	F.O.B. Delivery Points for Solid Products: 901 N Nelson St., Spokane WA (Street Department Building Site) 5200 N Florida St., Spokane WA ("Ranch" storage site) 7202 N Nine Mile Road (North Side Landfill storage site)	I understand and I agree
Term of Value Blanket Order:		
1	The Value Blanket Order resulting from this ITB will be for a five year period, beginning approximately March 1 2024, and terminate on February 29, 2029.	I acknowledge and I understand
Payment Terms:		
1	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I acknowledge and I understand
Additional Items:		
1	The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions. If Yes, prices are good until further written notice.	Yes
Business Registration:		
1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	I acknowledge and I understand
2	City of Spokane Business Registration Number:	604540279

Special Instructions:		
1	Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I acknowledge and I understand
2	Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and I understand
3	Brochures to be included with Bid Proposal forms if applicable.	I acknowledge and I understand
4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the bid in a manner that is most advantageous to the continued efficient operation of the RPWRF.	I acknowledge and I understand
5	The Vendor must have an adequate supply within a 25 mile distance, or 24-hour response/delivery of the City of Spokane.	I acknowledge and I understand
6	Federal and State laws governing this product must be satisfied.	I acknowledge and I understand
7	It shall be the Vendor's responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
8	SAFETY DATA SHEETS must be uploaded here for the product you are bidding on. Upload Here.	Torch CI SDS.docx
9	References are to be uploaded here. Bidder must furnish names, addresses, telephone numbers and e-mail addresses of representatives of at least three (3) companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two (2) references which most nearly apply. References must be located in similar climates.	References: Washington Department of Transportation Jim Andersen 310 Maple Park Ave. Olympia WA 98504 360-705-7852 janders@wsdot.wa.gov Idaho Transportation Division Jared Hopkins P.O. Box 837 Lewiston ID 83501 208-799-5090 Jared.hopkins@itd.idaho.gov Franklin County, Washington Robert Mendez 3416 Stearman Ave. Pasco, WA 99301 509-545-3514 rmendez@franklincountywa.gov

10	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I agree and I acknowledge
11	If you took exception to any of the above, explain in detail.	
Technical Specifications:		
1	The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.	I acknowledge and I understand
2	The products on this Invitation to bid must meet the minimum requirements as put forth on the Clean Roads Qualified Products List (QPL) document in the Documents section for this project in ProcureWare	I acknowledge and I understand
3	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	Cover Letter.doc
4	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product	GMCO Corporation is the manufacturer.
5	If you took exception to any of the above, explain in detail.	
Terms and Conditions:		
1	All freight charges shall be the responsibility of the winning supplier.	I agree and I acknowledge
2	The City reserves the right to accept or reject any variance from the noted specifications and to award this business in a manner that is most advantageous to the continued efficient operation of the City. This quote may be split and awarded to multiple suppliers.	I agree and I acknowledge
3	Delivery time shall be a consideration of awarding this business. Therefore, the City requires an ETA at time of bid.	I agree and I acknowledge
4	The respondent certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this invitation to bid.	I agree and I acknowledge

5	Bidders must provide a minimum of ninety (90) days for acceptance by the City from the bid due date.	I agree and I acknowledge
6	Supplier (____ IS) (____ IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a “business, privately or publicly owned, at least 51% of which is owned by minority group members.” For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
7	Supplier (____ IS) (____ IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
8	The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.	I acknowledge and I understand
9	Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge
10	Bid Errors: When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of Bidder's bid.	I acknowledge and I understand

11	<p>Rejection of Bids: The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.</p>	I acknowledge and I understand
12	<p>AWARD OF CONTRACT: Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results. The City reserves the right to award to more than one contract.</p>	I acknowledge and I understand
13	<p>ORGANIZATION Proposal of an ( ) individual ( ) partnership ( ) corporation organized and existing under the Laws of the State of</p>	Corporation incorporated in the State of Colorado
14	<p>INTERLOCAL PURCHASE AGREEMENTS The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.</p>	Yes
15	<p>Bidder accepts has read and acknowledges compliance with Terms and Conditions, located in "Documents Tab". If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.</p>	I agree and I acknowledge

PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		
1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I agree and I acknowledge
2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I agree and I acknowledge
3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	I agree and I acknowledge
4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge
INSURANCE		
1	Awarded Supplier must provide Certificate of Insurance, at its own expense, prior to performing deliver for the below insurance coverage(s):	I agree and I acknowledge
2	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.	I agree and I acknowledge

3	<p>b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers, and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract.</p>	I agree and I acknowledge
4	<p>c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>	I agree and I acknowledge
5	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p>	I agree and I acknowledge
6	<p>There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured, as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.</p>	I agree and I acknowledge
Evaluation of Quotes:		

1	<p>Evaluation of Quotes Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.</p>	I acknowledge and I understand
Polychlorinated Biphenyls (PCBs):		
1	<p>In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.</p>	No
1.1	<p>As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?</p>	Don't Know
1.2	<p>If so were PCBs found at a measurable level?</p>	Don't Know
1.3	<p>As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?</p>	Don't Know
1.4	<p>If so attach the results or note from whom the results can be obtained.</p>	



1.5	Do you have reason to believe the product contains measurable levels of PCBs?	No
1.6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
PRICING		
1	FREIGHT TRANSPORTATION CHARGES will be the responsibility of the winning Vendor.	I agree and I acknowledge
2	Unit Price Per Ton is inclusive of all Freight Transport, Delivery, Handling, and Demurrage Charges. Invoices are to be billed by Ton.	I agree and I acknowledge
3	Does Vendor intend on charging a Tariff/Freight Surcharge per each delivery?	No
3.1	If intending on charging a Tariff/Freight Surcharge per delivery, state how surcharge is calculated, and provide a calculated example.	N/A
4	If intending on charging additional fees or cost for Emergency Deliveries, state fees or cost, and how fees or cost are calculated, and provide a calculated example.	Additional \$5.00 per ton (to cover overtime) GMCO offers a 24/7 product pickup facility, which City of Spokane crews currently use, and keeps the City from paying emergency fees. Please reference the Cover letter for more details.
5	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should -not- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
6	The Vendor's prices shall be firm throughout the first year of the contract period.	I agree and I acknowledge
6.1	Bidder has entered Pricing on the Pricing Tab. Unit Pricing Did Not Include Tax.	I agree and I acknowledge
7	PRICING ADJUSTMENTS: Pricing can be requested on the anniversary of the award with justification.	I agree and I acknowledge

7.1	Back up documentation from manufacturer and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's documentation.	I agree and I acknowledge
7.2	All price adjustments must be agreed on by both parties. Vendor must request pricing adjustment in writing, and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	I agree and I acknowledge
7.3	The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City.	I agree and I acknowledge
8	PRICE DECREASES: During the contract period, any price decreases obtained by Vendor shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date.	I agree and I acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here	References Product Data sheet Product brochure.pdf

### Pricing Responses

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

Annual Quantities shown on "Pricing Tab" are estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Unit Pricing SHOULD NOT include tax.

1	Road Salt- Corrosion Inhibited Solid Sodium Chloride - Modified Gradation (Ice Slicker/Kicker)	Base	Per Ton	350.00			
2	Road Salt - Standard Gradation, Road Salt	Base	Per Ton	2,000.00			
3	Brine Salt - Liquid - Corrosion Inhibited Liquid Magnesium Chloride	Base	Per Ton	6,500.00			
4	Brine Salt - Liquid - Corrosion Inhibited Liquid Calcium Chloride	Base	Per Ton	6,500.00	\$218.82	\$1,422,330.00	\$200.90/ton FOB GMCO yard
5	Road Rage	Base	Per Ton	2,000.00			
6	White Salt	Base	Per Ton	2,000.00			

EMERGENCY  
DELIVERY

EMERGENCY DELIVERY	Additional Freight Cost per GALLON for Emergency Deliveries ONLY. Cost Should Not Include Tax. - This would be for any of the above referenced products	Base	Per Ton	1.00	\$5.00	\$5.00
<b>Total Base Bid</b>	\$1,422,335.00					



Honesty, integrity, and commitment since 1964

PO Box 1480 Rifle, CO 81650

Office: 970-625-9100 • Fax: 970-625-9101 • Toll free: 800-244-2148  
gmccorp.com

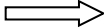
### Cover Letter

GMCO Corporation’s Torch CI is on the Clear Roads qualified product list, Category 1 Corrosion Inhibited Liquid Magnesium Chloride. GMCO meets the minimum acceptable specifications as listed in the bid. GMCO is familiar with the needs of the City of Spokane and has supplied the previous 5-year contract from our facility located in Spokane. The City of Spokane crews have taken advantage of our 24/7 facility for immediate access to our product. This allows crews to pickup on weekends and evening with no delay in deliveries.

GMCO would like to additionally offer FOB pricing at our 4315 E Sprague Ave yard for the purpose of this bid: Torch CI \$200.90/ton

**Category 1 - Corrosion Inhibited Liquid Magnesium Chloride**

Product Name	Manufacturer	Corrosion Rate % Effectiveness	Concentration	Date Approved	Expiration
Iceban 200*	Earth Friendly Chem.	8	26%	8/15/2002	12/31/2024
Caliber M1000 AP	Envirotech Services Inc.	21	28%	8/2/2004	12/31/2024
Meltdown with Shield AP	Envirotech Services Inc.	26	30%	8/2/2004	12/31/2024
Hydro-Melt Green	Cargill	24	28%	8/1/2005	12/31/2024
Meltdown APEX with Shield AP	Envirotech Services Inc.	25	30%	1/25/2006	12/31/2024
FreezGard CI Plus	Compass Minerals	12	30%	8/28/2006	12/31/2024
Ice B'Gone II HF	Sears Ecological Appl.	29	25%	8/9/2007	12/31/2024
FreezGard LITE CI Plus	Compass Minerals	12	27%	6/13/2011	12/31/2024
HydroMelt Liquid Deicer	Cargill	28	29%	8/15/2011	12/31/2024
FreezGard CI Plus Sub Zero	Compass Minerals	14	28%	10/11/2011	12/31/2024
Torch IB	GMCO Corporation	25	27%	1/10/2013	12/31/2024
Torch CI	GMCO Corporation	21	30%	1/10/2013	12/31/2024
Meltdown Apex	Envirotech Services Inc.	22	30%	4/16/2014	12/31/2024
Meltdown Inhibited	Envirotech Services Inc.	24	30%	4/29/2014	12/31/2024
ProMelt MAG 30 INH	Innovative Surface Solutions	25	30%	7/31/2015	12/31/2024
ProMelt Ultra 1000 INH	Innovative Surface Solutions	28	27%	7/31/2015	12/31/2024
Torch LT	GMCO Corporation	25	30%	12/17/2015	12/31/2024
NexGen Liquid De-Icer	Paradigm Group	25	30%	5/12/2017	12/31/2024



**Note**-Iceban 200 was formerly Iceban Performance Plus M;  
Torch IB was formerly Ice Ban 305; Torch CI was FreezGard 0 CCI; Torch LT was NextGen Torch  
Those products marked with an asterisk (\*) indicates that the stratification can be seen and agitation is required.



PO Box 1480 Rifle, CO 81650

Office: 970-625-9100 • Fax: 970-625-9101 • Toll free: 800-244-2148  
gmcocorp.com

### **Reference Sheet**

#### Washington Department of Transportation

Jim Andersen      310 Maple Park Ave. Olympia WA 98504  
360-705-7852      [janders@wsdot.wa.gov](mailto:janders@wsdot.wa.gov)

#### Idaho Transportation Division

Jared Hopkins      P.O. Box 837 Lewiston ID 83501  
208-799-5090      [Jared.hopkins@itd.idaho.gov](mailto:Jared.hopkins@itd.idaho.gov)

#### Franklin County, Washington

Robert Mendez      3416 Stearman Ave. Pasco, WA 99301  
509-545-3514      [rmendez@franklincountywa.gov](mailto:rmendez@franklincountywa.gov)



1-800-244-2148  
gmcoCorp.com



→ *All-Natural*

→ *Environmentally Friendly*

→ *Meets PNS/Clear Roads Standards*

## LIQUID DEICER

*TORCH@CI is the best choice for safe and economical winter road maintenance.*

**TORCH**<sup>®</sup>CI

- *TORCH@CI liquid magnesium chloride is an environmentally friendly de-icer, made naturally from Utah's Great Salt Lake.*
- *TORCH@CI provides exceptional anti-icing and de-icing for winter's toughest conditions.*
- *TORCH@CI contains effective corrosion inhibitors that meet or exceed DOT standards.*



*Apply TORCH@CI directly to the road for anti-icing and de-icing during a winter storm event, or as a pre-wetting agent for both sand and granular de-icers. Trust TORCH@CI liquid magnesium chloride and GMCO Corporation for your toughest winter road maintenance needs.*

Made in USA

**HONESTY, INTEGRITY and COMMITMENT since 1964**



GMCO Corporation  
PO Box 1480  
Rifle, CO 81650  
800-244-2148

## Product Data Sheet

### Torch™ CI

#### PRODUCTION LOCATION

Various Locations

#### PRODUCT DESCRIPTION

Produced naturally from the Great Salt Lake, Torch CI is specially effective for deicing and anti-icing. It remains active (liquid) at cold temperatures while minimizing precipitates down to zero degrees Fahrenheit. Torch CI is a tan to light amber liquid, with a corrosion inhibitor, and density of approximately 185 gallons per ton.

#### PHYSICAL PROPERTIES

Specific Gravity      1.29 +/- 0.02  
pH (5% Solution)    7 - 9  
Weight                 10.6 - 10.9 lbs./gallon

Typical Analysis		Typical		Range
Magnesium Chloride	MgCl <sub>2</sub>	(%)	30.9	26.9 – 34.9
Sulfate	SO <sub>4</sub>	(%)	1.1	0.0 – 1.2
Water	H <sub>2</sub> O	(%)	68	67 - 72

#### METHOD OF ANALYSIS

All analyses were performed by third party testing facilities. Copies of test reports are available upon request.

#### APPLICATION AND STORAGE

Application equipment should be washed daily with water. Storage equipment should be rinsed with water to prevent buildup of solids. Aluminum storage tanks or hauling equipment should not be grounded. Over application of MgCl<sub>2</sub> may result in unusually slippery road surfaces and should be avoided.





# Safety Data Sheet

Issue Date: 12-Dec-2019

Revision Date: 02-Jan-2020

Version 1

## 1. IDENTIFICATION

### Product identifier

**Product Name** Torch CI

### Other means of identification

**SDS #** GMCO-008

### Recommended use of the chemical and restrictions on use

**Recommended Use** Road deicer.

### Details of the supplier of the safety data sheet

#### **Manufacturer Address**

GMCO Corporation  
0228 Power Line Road  
Rifle, CO 81650  
Ph: 970-625-9100  
F: 970-625-9101

### Emergency telephone number

**Emergency Telephone** INFOTRAC 1-352-323-3500 (International)  
1-800-535-5053 (North America)

## 2. HAZARDS IDENTIFICATION

**Appearance** Colorless to Light Amber  
Liquid

**Physical state** Liquid

**Odor** Odorless

### Classification

This chemical does not meet the hazardous criteria set forth by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200). However, this Safety Data Sheet (SDS) contains valuable information critical to the safe handling and proper use of this product. This SDS should be retained and available for employees and other users of this product.

## 3. COMPOSITION/INFORMATION ON INGREDIENTS

The product contains no substances which, at their given concentration, are considered to be hazardous to health. However, additional component information is available in subsequent sections of this SDS.

## 4. FIRST AID MEASURES

### Description of first aid measures

#### **General Advice**

Provide this SDS to medical personnel for treatment.

#### **Eye Contact**

Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention if irritation occurs.

#### **Skin Contact**

Wash thoroughly with soap and water. Get medical attention if irritation occurs. Wash contaminated clothing before reuse.

#### **Inhalation**

If breathing is difficult, remove person to fresh air and keep at rest in a position comfortable for breathing. Get medical advice/attention if you feel unwell.

<b>Ingestion</b>	Rinse mouth. Do not induce vomiting without medical advice. If conscious give 2 glasses of water to dilute. Never give anything by mouth to an unconscious person. If ingestion of a large amount does occur, call a poison control center immediately.
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**Most important symptoms and effects, both acute and delayed**

<b>Symptoms</b>	Direct contact with eyes may cause temporary irritation.
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**Indication of any immediate medical attention and special treatment needed**

<b>Notes to Physician</b>	Treat symptomatically and supportively.
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**5. FIRE-FIGHTING MEASURES****Suitable Extinguishing Media**

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. Water spray (fog). Carbon dioxide (CO<sub>2</sub>). Foam. Alcohol resistant foam. Cool containers exposed to flames with water until well after the fire is out.

**Unsuitable Extinguishing Media** Do not use a solid water stream as it may scatter and spread fire.

**Specific Hazards Arising from the Chemical**

Pressure may develop in closed containers if temperatures exceed 87.8°C (190°F). During fire, gases hazardous to health may be formed.

**Hazardous combustion products** Hydrogen chloride. Chlorine gas. Oxides of magnesium.

**Protective equipment and precautions for firefighters**

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

**6. ACCIDENTAL RELEASE MEASURES****Personal precautions, protective equipment and emergency procedures**

<b>Personal Precautions</b>	Keep unnecessary and unprotected people away from area of spill. Wear protective clothing as described in Section 8 of this safety data sheet.
-----------------------------	--

**Environmental precautions**

<b>Environmental precautions</b>	See Section 12 for additional Ecological Information.
----------------------------------	---

**Methods and material for containment and cleaning up**

<b>Methods for Containment</b>	Prevent further leakage or spillage if safe to do so.
--------------------------------	---

<b>Methods for Clean-Up</b>	Before attempting clean up, refer to hazard data given above. Small spills may be absorbed with non-reactive absorbent and placed in suitable, covered, labelled containers. Prevent large spills from entering sewers or waterways. Contact emergency services and supplier for advice. For waste disposal, see section 13 of the SDS.
-----------------------------	---

**7. HANDLING AND STORAGE****Precautions for safe handling**

<b>Advice on Safe Handling</b>	Handle in accordance with good industrial hygiene and safety practice. Wear protective gloves/protective clothing and eye/face protection. Wash face, hands and any exposed skin thoroughly after handling. Do not eat, drink or smoke when using this product.
--------------------------------	---

**Conditions for safe storage, including any incompatibilities**

<b>Storage Conditions</b>	Keep containers tightly closed in a dry, cool and well-ventilated place. Store away from incompatible materials. Store between 50-100°F.
<b>Incompatible Materials</b>	Strong oxidizers. Strong acids. Metals.

**8. EXPOSURE CONTROLS/PERSONAL PROTECTION**

<b><u>Exposure Guidelines</u></b>	<p>This product, as supplied, is not known to contain any materials with established occupational exposure limits.</p> <p>TWA PEL: No specific limits have been established for magnesium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR):5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.</p> <p>TWA TLV: No specific limits have been established for magnesium chloride (a soluble substance).As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC):10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV</p>
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<b><u>Appropriate engineering controls</u></b>	
<b>Engineering Controls</b>	Use process enclosures, local exhaust ventilation or other engineering controls to keep airborne levels below recommended exposure limits. If user operations generate dust, fume or mist, use ventilation to keep exposure to airborne contaminants below exposure limit.

**Individual protection measures, such as personal protective equipment**

<b>Eye/Face Protection</b>	Safety glasses with side shields. Refer to 29 CFR 1910.133 for eye and face protection regulations.
<b>Skin and Body Protection</b>	Wear protective gloves and protective clothing. Refer to 29 CFR 1910.138 for appropriate skin and body protection.
<b>Respiratory Protection</b>	If necessary, wear a MSHA/NIOSH-approved respirator. Refer to 29 CFR 1910.134 for respiratory protection requirements.
<b>General Hygiene Considerations</b>	Handle in accordance with good industrial hygiene and safety practice. Wash face, hands and any exposed skin thoroughly after handling. Wash contaminated clothing before reuse.

**9. PHYSICAL AND CHEMICAL PROPERTIES**

**Information on basic physical and chemical properties**

<b>Physical state</b>	Liquid	<b>Odor</b>	Odorless
<b>Appearance</b>	Colorless to Light Amber Liquid	<b>Odor Threshold</b>	Not determined
<b>Color</b>	Not determined		
<b><u>Property</u></b>	<b><u>Values</u></b>	<b><u>Remarks • Method</u></b>	
pH	7-9	(5% in DW)	
Melting point / freezing point	-18.33 °C		
Boiling point / boiling range	107.22 °C		
Flash point	Not determined		
Evaporation Rate	Not determined		
Flammability (Solid, Gas)	Not determined		
Flammability Limit in Air			
Upper flammability or explosive limits	Not determined		
Lower flammability or explosive	Not determined		

<b>limits</b>	
<b>Vapor Pressure</b>	Not determined
<b>Vapor Density</b>	Not determined
<b>Relative Density</b>	1.24-1.34
<b>Water Solubility</b>	Soluble in water
<b>Solubility in other solvents</b>	methanol and acetone
<b>Partition Coefficient</b>	Not determined
<b>Autoignition temperature</b>	Not determined
<b>Decomposition temperature</b>	Not determined
<b>Kinematic viscosity</b>	Not determined
<b>Dynamic Viscosity</b>	Not determined
<b>Explosive Properties</b>	Not determined
<b>Oxidizing Properties</b>	Not determined

## 10. STABILITY AND REACTIVITY

### Reactivity

Not reactive under normal conditions.

### Chemical stability

Stable under recommended storage conditions.

### Possibility of hazardous reactions

None under normal processing.

#### **Hazardous Polymerization**

Under normal conditions of storage and use, hazardous polymerization will not occur.

### Conditions to Avoid

Incompatible Materials.

### Incompatible materials

Strong oxidizers. Strong acids. Metals.

### Hazardous decomposition products

Hydrogen chloride. Chlorine gas. Magnesium oxides.

## 11. TOXICOLOGICAL INFORMATION

### Information on likely routes of exposure

<b>Eye Contact</b>	Direct contact with eyes may cause temporary irritation.
<b>Skin Contact</b>	Prolonged contact may cause redness and irritation.
<b>Inhalation</b>	No adverse effects due to inhalation are expected.
<b>Ingestion</b>	Not expected to cause any harmful effects if ingested.

### Component Information

Chemical name	Oral LD50	Dermal LD50	Inhalation LC50
water 7732-18-5	> 90 mL/kg ( Rat )	-	-
Magnesium Chloride 7786-30-3	= 2800 mg/kg ( Rat )	-	-

### Symptoms related to the physical, chemical and toxicological characteristics

<b>Symptoms</b>	Please see section 4 of this SDS for symptoms.
-----------------	--

**Delayed and immediate effects as well as chronic effects from short and long-term exposure**

**Carcinogenicity**

Based on the information provided, this product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.

**Numerical measures of toxicity**

Not determined

**12. ECOLOGICAL INFORMATION**

**Ecotoxicity**

An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.

**Component Information**

Chemical name	Algae/aquatic plants	Fish	Crustacea
Magnesium Chloride 7786-30-3	82.7: 72 h Pseudokirchneriella subcapitata mg/L EC50	1970 - 3880: 96 h Pimephales promelas mg/L LC50 static 4210: 96 h Gambusia affinis mg/L LC50 static	140: 48 h Daphnia magna mg/L EC50 Static 1400: 24 h Daphnia magna mg/L EC50

**Persistence/Degradability**

Not determined.

**Bioaccumulation**

Not determined.

**Mobility**

Not determined

**Other Adverse Effects**

None known

**13. DISPOSAL CONSIDERATIONS**

**Waste Treatment Methods**

**Disposal of Wastes**

Disposal should be in accordance with applicable regional, national and local laws and regulations.

**Contaminated Packaging**

Disposal should be in accordance with applicable regional, national and local laws and regulations.

**14. TRANSPORT INFORMATION**

**Note**

Please see current shipping paper for most up to date shipping information, including exemptions and special circumstances.

**DOT**

Not regulated

**IATA**

Not regulated

**IMDG**

Not regulated

**15. REGULATORY INFORMATION**

**International Inventories**

Chemical name	TSCA	TSCA Inventory Status	DSL/NDSL	EINECS/ELI NCS	ENCS	IECSC	KECL	PICCS	AICS
water	X	ACTIVE	X	X	X	X	X	X	X
Magnesium Chloride	X	ACTIVE	X	X	X	X	X	X	X

**Legend:**

- TSCA - United States Toxic Substances Control Act Section 8(b) Inventory*
- DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List*
- EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances*
- ENCS - Japan Existing and New Chemical Substances*
- IECSC - China Inventory of Existing Chemical Substances*
- KECL - Korean Existing and Evaluated Chemical Substances*
- PICCS - Philippines Inventory of Chemicals and Chemical Substances*
- AICS - Australian Inventory of Chemical Substances*

**US Federal Regulations**

**CERCLA**

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355).

**SARA 311/312 Hazard Categories**

This material does not contain any SARA 311-312 chemicals above the minimum levels

**SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

**CWA (Clean Water Act)**

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

**US State Regulations**

**California Proposition 65**

This product does not contain any Proposition 65 chemicals.

**U.S. State Right-to-Know Regulations**

This product does not contain any substances regulated under applicable state right-to-know regulations

**16. OTHER INFORMATION**

<b><u>NFPA</u></b>	<b>Health Hazards</b> Not determined	<b>Flammability</b> Not determined	<b>Instability</b> Not determined	<b>Special Hazards</b> Not determined
<b><u>HMIS</u></b>	<b>Health Hazards</b> Not determined	<b>Flammability</b> Not determined	<b>Physical hazards</b> Not determined	<b>Personal Protection</b> Not determined

**Issue Date:** 12-Dec-2019  
**Revision Date:** 02-Jan-2020  
**Revision Note:** New format

**Disclaimer**

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

**End of Safety Data Sheet**

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/15/2024**Committee Agenda type:** Consent**Date Rec'd**

4/3/2024

**Clerk's File #****Renews #****Cross Ref #****Council Meeting Date:** 04/29/2024**Submitting Dept**

STREETS

**Project #****Contact Name/Phone**

CLINT HARRIS 625-7744

**Bid #**

ITB #6057-24

**Contact E-Mail**

CEHARRIS@SPOKANECITY.ORG

**Requisition #**

VB

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

BWILKERSON KKLITZKE JBINGLE

**Agenda Item Name**

1100 - STREET DEPARTMENT ICE KICKER

**Agenda Wording**

The Street Department is seeking approval to purchase Ice Kicker at a cost not to exceed \$115,000.00.

**Summary (Background)**

Ice Kicker was put out for bid (ITB #6057-24) and is awarded to Salt Distributors Inc. This salt-based product with anticorrosive inhibitors added is used by Street Department during the winter months for deicing. Ice Kicker is used primarily in the CBD area

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 115,000.00

Current Year Cost \$ 115,000.00

Subsequent Year(s) Cost \$ N/A

**Narrative**

This product was put out for bid and the low bidder received the award.

**Amount****Budget Account**

Expense \$ 115,000.00

# 1100-21800-42660-53210-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	HARRIS, CLINT E.
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

<b><u>PURCHASING</u></b>	PRINCE, THEA

**Distribution List**

Nic Binczewski, sales@salt distributorsinc.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	jdykes@spokanecity.org
jklapp@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	tbrazington@spokanecity.org



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	04/15/2024
<b>Submitting Department</b>	Streets
<b>Contact Name</b>	Clint Harris
<b>Contact Email &amp; Phone</b>	<a href="mailto:ceharris@spokanecity.org">ceharris@spokanecity.org</a> , 509-625-7744
<b>Council Sponsor(s)</b>	<u>Wilkerson, Bingle, Klitzke</u>
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	1100 – Street Department Ice Kicker
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Street Department is seeking approval to purchase Ice Kicker at a cost not to exceed \$115,000.00.</p> <p>Ice Kicker was put out for bid (ITB #6057-24) and is awarded to Salt Distributors Inc.</p> <p>This salt-based product with anticorrosive inhibitors added is used by Street Department during the winter months for deicing. Ice Kicker is used primarily in the CBD area</p>
<b>Fiscal Impact</b> \$115,000.00	
<b>Approved in current year budget?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Total Cost: <u>\$115,000.00</u>	
Current year cost: \$115,000.00	
Subsequent year(s) cost: N/A	
<b>Narrative:</b>	<u>This product was put out for bid and the low bidder received the award.</u>
<b>Funding Source</b>	<input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A
Specify funding source: Program revenue	
Is this funding source sustainable for future years, months, etc? Yes	
<b>Expense Occurrence</b>	<input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A, this product is used city-wide based upon road conditions.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A, this product is used city-wide based upon road conditions.	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Evaluation and consideration of this product and its appropriateness relative to other Winter Material products are constantly done during Winter months.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This product supports safe movement along City roadways.

## Bid Response Summary

**Bid Number** ITB 6057-24  
**Bid Title** Snow and Ice Control Products  
**Due Date** Monday, February 12, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Salt Distributors, Inc.  
**Submitted By** Stanley Binczewski - Friday, February 9, 2024 1:10:37 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 Sales@saltdistributorsinc.com

**Comments**

**Question Responses**

Group	Reference Number	Question	Response
BACKGROUND			
	1	The City of Spokane Street Maintenance Division is responsible for cleaning, repairing and performing preventative maintenance on the 2,200 lane miles of paved streets and 61 lane miles of gravel streets. The Street Department operates 24 hours a day, seven days a week during the Winter Season and uses a considerable quantity of Ice/snow management material to ensure the safety of its roadway system during these busy and unpredictable months.	Yes
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
INTERPRETATION			

#1	If the Bidder discovers any errors, discrepancies, or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF BIDS		
#1	Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the opening date.	I agree and I acknowledge
GRANT FUNDING		
#1	NO Grant money will be used – Department operating budget will be used.	I agree and I acknowledge
DEFINITIONS		
Bidder	One who submits a Bid	I agree and I acknowledge
Vendor	Bidder to whom contract or purchase order is awarded.	I agree and I acknowledge
Purchaser	City of Spokane and other government agencies (Pursuant to RCW 39.34).	I agree and I acknowledge
Until Further Notice	Any time in excess of ninety (90) days from date of opening.	I agree and I acknowledge
Cost	Total cost of ownership based on the best available information.	I agree and I acknowledge
PRODUCTS		
ROAD SALT - CORROSION INHIBITED SOLID SODIUM CHLORIDE - MODIFIED GRADATION (ICE SLICKER/KICKER)	Category 4B on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
ROAD SALT - STANDARD GRADATION, ROAD SALT	Category 8A-R on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
BRINE SALT - LIQUID - CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE	Category 1 on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree

	BRINE SALT - LIQUID - CORROSION INHIBITED LIQUID CALCIUM CHLORIDE	Category 2 on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
Contact Information:			
1		Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Nic Binczewski 509-218-1983 sales@salt distributorsinc.com
1.1		Person confirms Company will confirm compliance with all instructions, terms, and conditions of this Request for Bids, to furnish items at the prices stated	I agree and I acknowledge
2		How many Addenda do you acknowledge receipt of?	4 clarifications
NON-COLLUSION			
#1		The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding the items covered by this Bid invitation.	Certifies No Agreement Has Been Entered
Delivery:			
1		Normal Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within three (3) Business Days ARO.	Yes
2		EMERGENCY Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within TWENTY-FOUR (24) Hours ARO.	Yes
3		These items will be purchases on an "As Needed" basis by the City of Spokane Street Department.	I acknowledge and I understand
4		F.O.B. Delivery Points for Liquid Delcer: 901 N Nelson St., Spokane WA (Street Department Building Site) 5200 N Florida St., Spokane WA ("Ranch" storage site) 4315 E Sprague Ave., Spokane WA ("Hobo" storage site) 7202 N Nine Mile Road (North Side Landfill storage site)	I acknowledge and I understand

5	F.O.B. Delivery Points for Solid Products: 901 N Nelson St., Spokane WA (Street Department Building Site) 5200 N Florida St., Spokane WA ("Ranch" storage site) 7202 N Nine Mile Road (North Side Landfill storage site)	I understand and I agree
Term of Value Blanket Order:		
1	The Value Blanket Order resulting from this ITB will be for a five year period, beginning approximately March 1 2024, and terminate on February 29, 2029.	I acknowledge and I understand
Payment Terms:		
1	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I acknowledge and I understand
Additional Items:		
1	The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions. If Yes, prices are good until further written notice.	Yes
Business Registration:		
1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	I acknowledge and I understand

2	City of Spokane Business Registration Number:	602332257
Special Instructions:		
1	Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I acknowledge and I understand
2	Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and I understand
3	Brochures to be included with Bid Proposal forms if applicable.	I acknowledge and I understand
4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the bid in a manner that is most advantageous to the continued efficient operation of the RPWRF.	I acknowledge and I understand
5	The Vendor must have an adequate supply within a 25 mile distance, or 24-hour response/delivery of the City of Spokane.	I acknowledge and I understand
6	Federal and State laws governing this product must be satisfied.	I acknowledge and I understand
7	It shall be the Vendor's responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
8	SAFETY DATA SHEETS must be uploaded here for the product you are bidding on. Upload Here.	salt_-_english_-_sept_2015.pdf
9	References are to be uploaded here. Bidder must furnish names, addresses, telephone numbers and e-mail addresses of representatives of at least three (3) companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two (2) references which most nearly apply. References must be located in similar climates.	City Of Spokane Valley, Shane Arlt 509-954-0850 Pierce county, Wanda Davis (253) 798-3897 WSDOT ER1,2,3,4 NC2,3 Jan Rudd 509-324-6590 Idot Shad Flores 208-772-1245 Odot Scott Ratay 971-701-1772 City Of Wenatchee Andy Greer 509-888-3245 More cities and counties available upon request.

10	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I agree and I acknowledge
11	If you took exception to any of the above, explain in detail.	
Technical Specifications:		
1	The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.	I acknowledge and I understand
2	The products on this Invitation to bid must meet the minimum requirements as put forth on the Clean Roads Qualified Products List (QPL) document in the Documents section for this project in ProcureWare	I acknowledge and I understand
3	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	Spokane + SDI Cover Letter.pdf
4	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product	Compass Minerals Salt, SOP and Magnesium Chloride Plants 765 N. 10500 West Ogden, Utah 84404 801.731.3100 Broken Arrow Stanisbury Island Utah 1-800-491-3942 Saltworx 801-791-3321 po box 628 morgan Utah 84050
5	If you took exception to any of the above, explain in detail.	
Terms and Conditions:		
1	All freight charges shall be the responsibility of the winning supplier.	I agree and I acknowledge
2	The City reserves the right to accept or reject any variance from the noted specifications and to award this business in a manner that is most advantageous to the continued efficient operation of the City. This quote may be split and awarded to multiple suppliers.	I agree and I acknowledge
3	Delivery time shall be a consideration of awarding this business. Therefore, the City requires an ETA at time of bid.	I agree and I acknowledge



4	The respondent certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this invitation to bid.	I agree and I acknowledge
5	Bidders must provide a minimum of ninety (90) days for acceptance by the City from the bid due date.	I agree and I acknowledge
6	Supplier (____ IS) (____ IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a “business, privately or publicly owned, at least 51% of which is owned by minority group members.” For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
7	Supplier (____ IS) (____ IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
8	The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.	I acknowledge and I understand
9	Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge

10	<p>Bid Errors: When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of Bidder's bid.</p>	I acknowledge and I understand
11	<p>Rejection of Bids: The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.</p>	I acknowledge and I understand
12	<p>AWARD OF CONTRACT: Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results. The City reserves the right to award to more than one contract.</p>	I acknowledge and I understand
13	<p>ORGANIZATION Proposal of an ( ) individual ( ) partnership ( ) corporation organized and existing under the Laws of the State of _____</p>	S corp Washington

14	<p>INTERLOCAL PURCHASE AGREEMENTS The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.</p>	Yes
15	<p>Bidder accepts has read and acknowledges compliance with Terms and Conditions, located in "Documents Tab". If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.</p>	I agree and I acknowledge
<p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>		
1	<p>All materials submitted to the City in response to this competitive procurement shall become the property of the City.</p>	I agree and I acknowledge
2	<p>All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.</p>	I agree and I acknowledge

3	<p>When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.</p>	I agree and I acknowledge
4	<p>The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.</p>	I agree and I acknowledge
INSURANCE		
1	<p>Awarded Supplier must provide Certificate of Insurance, at its own expense, prior to performing deliver for the below insurance coverage(s):</p>	I agree and I acknowledge
2	<p>a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.</p>	I agree and I acknowledge

3	<p>b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers, and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract.</p>	I agree and I acknowledge
4	<p>c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>	I agree and I acknowledge
5	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p>	I agree and I acknowledge
6	<p>There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured, as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.</p>	I agree and I acknowledge
Evaluation of Quotes:		

1	<p>Evaluation of Quotes Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.</p>	I acknowledge and I understand
Polychlorinated Biphenyls (PCBs):		
1	<p>In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.</p>	No
1.1	<p>As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?</p>	Don't Know
1.2	<p>If so were PCBs found at a measurable level?</p>	Don't Know
1.3	<p>As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?</p>	Don't Know

1.4	If so attach the results or note from whom the results can be obtained.	
1.5	Do you have reason to believe the product contains measurable levels of PCBs?	No
1.6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
PRICING		
1	FREIGHT TRANSPORTATION CHARGES will be the responsibility of the winning Vendor.	I agree and I acknowledge
2	Unit Price Per Ton is inclusive of all Freight Transport, Delivery, Handling, and Demurrage Charges. Invoices are to be billed by Ton.	I agree and I acknowledge
3	Does Vendor intend on charging a Tariff/Freight Surcharge per each delivery?	No
3.1	If intending on charging a Tariff/Freight Surcharge per delivery, state how surcharge is calculated, and provide a calculated example.	no Charge
4	If intending on charging additional fees or cost for Emergency Deliveries, state fees or cost, and how fees or cost are calculated, and provide a calculated example.	no charge
5	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should -not- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
6	The Vendor's prices shall be firm throughout the first year of the contract period.	I agree and I acknowledge
6.1	Bidder has entered Pricing on the Pricing Tab. Unit Pricing Did Not Include Tax.	I agree and I acknowledge
7	PRICING ADJUSTMENTS: Pricing can be requested on the anniversary of the award with justification.	I agree and I acknowledge





Annual Quantities shown on "Pricing Tab" are estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Unit Pricing SHOULD NOT include tax.

1	Road Salt- Corrosion Inhibited Solid Sodium Chloride - Modified Gradation (Ice Slicker/Kicker)	Base	Per Ton	350.00	\$159.94	\$55,979.00	Clear Roads Category 4C Ice Kicker corrosion Inhibited standard gradation performance road salt
2	Road Salt - Standard Gradation, Road Salt	Base	Per Ton	2,000.00	\$175.67	\$351,340.00	Clear Roads Category 8A-R Drirox Kiln dried washed standard gradation salt
3	Brine Salt - Liquid - Corrosion Inhibited Liquid Magnesium Chloride	Base	Per Ton	6,500.00			

4	Brine Salt - Liquid - Corrosion Inhibited Liquid Calcium Chloride	Base	Per Ton	6,500.00			
5	Road Rage	Base	Per Ton	2,000.00			
6	White Salt	Base	Per Ton	2,000.00	\$135.13	\$270,260.00	Clear Roads Category 8B Qwiksalt standard gradation road salt treated with magnesium chloride and YPS
EMERGENCY DELIVERY							
EMERGENCY DELIVERY	Additional Freight Cost per GALLON for Emergency Deliveries ONLY. Cost Should Not Include Tax. - This would be for any of the above referenced products	Base	Per Ton	1.00			
<b>Total Base Bid</b>				\$677,579.00			

City of Spokane Street Maintenance:

Salt Distributors, Inc (SDI) is a Spokane family owned and operated incorporated small business founded by Stan Binczewski and Nic Binczewski in 2003. We have been supplying the City of Spokane with deicing salt products for over 15 years. As a Washington small business, it is our mission to provide the highest level of customer service with high quality salt products at a competitive price. Over the last 16 years we have been awarded three WSDOT contracts (2008-2014, 2014-2022, 2022-current), delivering to WSDOT facilities, along with additional deliveries to other local, state, and private entities. We have consistently and successfully delivered up to 100k tons of deicing products a year to WSDOT, IDAHO DOT, Oregon DOT, and multiple cities and counties, including the City of Spokane.

During this most recent storm season, Salt Distributors was able to regularly provide same day service to the City of Spokane, including some loads being delivered within 2 hours of order placement.

The products we provide include:

- **White 8B** - Quicksalt Compass and Type C Broken Arrow
- **Dry Salt 8A-R** - Dri Rox Compass, Kiln Dry Extra Course Broken Arrow
- **8A-B - Dri Rox** Compass, Kiln Dry Extra Course Broken Arrow
- **4C - Ice Kicker** Saltworx blue pretreated corrosion inhibited salt.

Salt Distributors Inc has partnered with three diverse American salt producers, who harvest their renewable salt products from the Great Salt Lake in Utah. All products are sustainably harvested as salt brine and the ancient tradition of solar evaporation is used to create salt. This salt can then be washed and kiln dried for brine salt or treated with a blend of additives to make Ice Kicker.

**Compass Minerals**, Overland Park, Kansas & main production plant in Ogden, Utah - Compass Minerals is the one of the largest salt producers in North America and uses solar evaporation, the oldest and most energy efficient method of mineral production, at the Ogden facility on the Great Salt Lake. At this 55,000m acre facility, highly concentrated brine is drawn from the lake's most remote areas into very shallow solar evaporation ponds to produce salt. Salt Distributors purchases 8-B, 8-AR, and 8-A-B from Compass. Salt Distributors is also a depot location and a transloading center for Compass products. Compass Minerals ships millions of tons of bulk deicing salt per year in the United States.

**Broken Arrow**, Grantsville, Utah - Broken Arrow Salt is a leading salt supplier in the intermountain West. Broken Arrow is a first tier supplier to Salt Distributors, Inc. and ships more than 500,000 tons of road salt per year. They also partner with Saltworx to provide storage, blending and raw materials for the production of Ice Kicker

**Saltworx**, Morgan, Utah - Saltworx supplies Ice Kicker, a High Performance Salt, that allows the user to apply 30% less total salt. It is pre-treated with a proprietary liquid enhancer, melting

snow and ice faster, at a lower temperature than traditional road salts. Ice Kicker is up to 50% less corrosive than other road salts and does not leave a clay residue behind when it melts. Ice Kicker is colored blue to help plow truck operators see and monitor the application. The blue color is more solar absorbent than red road salt based on the Solar Absorption Color Spectrum. The blue color is degraded by sunlight and disappears hours after application and does not leave a permanent residue on the road surface. WSDOT is now using Ice Kicker at many of its sheds and there is great interest from more areas. The combination of lower temperature, 50% less corrosion, and 30% less usage will save WSDOT money. SaltWorx is happy to coordinate both virtual and in person training for government agencies. Training curriculum includes product attributes and capabilities, deicing science and chemistry, and proper storage, application, and melting expectations for SaltWorx products.

Salt Distributors owns and operates a 23,000 ton depot in a 70,000 square foot warehouse in Spokane Valley, WA. Maintaining the integrity of our products is a top priority for Salt Distributors. We unload all our products, both truck and rail, onto a cement or asphalt pad, and either immediately ship or move to inside storage. Products at our depot are stored under cover to prevent exposure to elements that degrade the quality of our products, like dirt and water that lead to clumping.

To prevent disruption to deliveries during times of increased volume, SDI employs a multipronged approach:

1. Fully stocked depots across Washington State totaling 31,500 tons in storage.
2. Increase daily shipments from an average of 600 tons a day to 1200 tons a day at Spokane Valley Depot by enlisting more trucks and drivers. Local Spokane area truck carriers have priority commitments to SDI and rely on SDI for off-season employment, guaranteeing winter availability to SDI. Other depots can increase daily capacity as needed for storm events. We also provide incentives throughout the year to our contract truck drivers to foster a strong relationship and increase dependability during storm events and times of high volume.
3. Supplement truck shipments from manufactures located in Utah directly to customers via belt trucks or hopper trucks to depots.
4. Expand rail shipments to keep depots fully stocked. SDI has 60 leased railcars in our fleet with an additional 200 available from our main suppliers.

Salt Distributors is dedicated to providing the City of Spokane with high quality deicing products as quickly as possible.

Stan & Nic Binczewski



# SAFETY DATA SHEET

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## 1. Product and Company Identification

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<b>Product identifier</b>	<b>Salt</b>
<b>Other means of identification</b>	American Backwoods Animal Nutrition Products Sodium Chloride Sifto Safe Step Standard Salt Sifto Ice Salt Sifto Sodium Chloride Sifto Safe Step EnviroGuard QwikSalt Ice-A-Way IceAway Turbo IceAway Turbo Blue Safe Step 3300 Aspen Aspen Blue Safe Step 4300 Dual Blend Safe Step 4300 Dual Blend Blue EconoBlend 370 Winter Storm Winter Storm Blue Safe Step Pro Series 550 Safe Step Pro Series 570 Safe Step 6300 Enviro Blend Safe Step Pro Series 960 Choice Formula Safe Step Sure Paws Sifto Safe Step Sure Paws American Stockman Animal Nutrition Products Nature's Own water care products Sure Soft water care products Natural Salt water care Pro Soft water care products Salt brine Thawrox Treated salt Commercial bulk rock salt Safe Step Pro Series 950 MaxiFonte Solar salt Canadian Stockman Animal Nutrition products Sifto pool salt Crystal Plus
<b>Recommended use</b>	De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition.
<b>Recommended restrictions</b>	None known.
<b>Manufacturer</b>	Compass Minerals USA Inc. 9900 West 109th Street, Suite 100 Overland Park, KS 66210 US 913-344-9200  CHEMTREC 1-800-424-9300 CANUTEC 1-613-996-6666

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## 2. Hazards Identification

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<b>Physical hazards</b>	Not classified.
<b>Health hazards</b>	Not classified.
<b>Environmental hazards</b>	Not classified.
<b>OSHA defined hazards</b>	Not classified.
<b>Label elements</b>	
<b>Hazard symbol</b>	None.
<b>Signal word</b>	None.
<b>Hazard statement</b>	The product and/or mixture does not meet the criteria for classification.

<b>Precautionary statement</b>	
<b>Prevention</b>	Observe good industrial hygiene practices.
<b>Response</b>	Wash hands after handling.
<b>Storage</b>	Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)
<b>Disposal</b>	Dispose of waste and residues in accordance with local authority requirements.
<b>Hazard(s) not otherwise classified (HNOC)</b>	None known.
<b>Supplemental information</b>	Not applicable.

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### 3. Composition/Information on Ingredients

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#### Mixture

**Composition comments** The criteria for listing components in this section are: Carcinogens, Respiratory Sensitizers, Mutagens, Teratogens and Reproductive toxins are listed when present at 0.1% or greater; components which are otherwise hazardous according to WHMIS/OSHA are listed when present at 1.0% or greater. Non hazardous components are not listed. The products pertaining to this SDS have various proportions of components which do not meet the listing criteria.

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### 4. First Aid Measures

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<b>Inhalation</b>	Avoid breathing dust. If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist.
<b>Skin contact</b>	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
<b>Eye contact</b>	Rinse with water. Get medical attention if irritation develops and persists.
<b>Ingestion</b>	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
<b>Most important symptoms/effects, acute and delayed</b>	Direct contact with eyes may cause temporary irritation.
<b>Indication of immediate medical attention and special treatment needed</b>	Treat symptomatically.

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### 5. Fire Fighting Measures

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<b>Suitable extinguishing media</b>	Salt and salt mixtures are non-combustible.
<b>Unsuitable extinguishing media</b>	Not applicable.
<b>Specific hazards arising from the chemical</b>	During fire, gases hazardous to health may be formed.
<b>Special protective equipment and precautions for firefighters</b>	Use appropriate firefighting PPE as a general precaution.
<b>Fire-fighting equipment/instructions</b>	Salt is not combustible and is thus not the material of concern for firefighting equipment or methods.
<b>Specific methods</b>	In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.
<b>General fire hazards</b>	No unusual fire or explosion hazards noted.
<b>Hazardous combustion products</b>	Chlorine. Hydrogen chloride. Oxides of sodium.
<b>Explosion data</b>	
<b>Sensitivity to mechanical impact</b>	Not available.
<b>Sensitivity to static discharge</b>	Not available.

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### 6. Accidental Release Measures

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<b>Personal precautions, protective equipment and emergency procedures</b>	Restrict area to facilitate clean up.
<b>Methods and materials for containment and cleaning up</b>	Stop the flow of material, if this is without risk. Prevent direct entry into waterways and sewers. Following product recovery, flush area with water if necessary. For waste disposal, see section 13 of the SDS.
<b>Environmental precautions</b>	Avoid direct release into waterways and sewers.

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### 7. Handling and Storage

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<b>Precautions for safe handling</b>	Use care in handling/storage. Avoid breathing dust.
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**Conditions for safe storage, including any incompatibilities**

Store in original tightly closed container. Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)

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## 8. Exposure Controls/Personal Protection

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<b>Occupational exposure limits</b>	No exposure limits noted for ingredient(s).
<b>Biological limit values</b>	No biological exposure limits noted for the ingredient(s).
<b>Appropriate engineering controls</b>	<p>TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.</p> <p>TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.</p> <p>Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.</p>
<b>Individual protection measures, such as personal protective equipment</b>	
<b>Eye/face protection</b>	Safety glasses if eye contact is possible.
<b>Skin protection</b>	
<b>Hand protection</b>	If there is constant skin contact, rubber gloves are recommended.
<b>Other</b>	Wear suitable protective clothing.
<b>Respiratory protection</b>	No personal respiratory protective equipment normally required.
<b>Thermal hazards</b>	Not applicable.
<b>General hygiene considerations</b>	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment.

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## 9. Physical and Chemical Properties

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<b>Appearance</b>	Crystalline.
<b>Physical state</b>	Solid.
<b>Form</b>	Solid.
<b>Color</b>	Varies
<b>Odor</b>	Odorless
<b>Odor threshold</b>	Not applicable
<b>pH</b>	6 - 8 (Neutral)
<b>Melting point/freezing point</b>	Not applicable
<b>Initial boiling point and boiling range</b>	Not applicable
<b>Pour point</b>	Not applicable
<b>Specific gravity</b>	Not applicable
<b>Partition coefficient (n-octanol/water)</b>	Not applicable
<b>Flash point</b>	Not applicable
<b>Evaporation rate</b>	Not applicable
<b>Flammability (solid, gas)</b>	Not applicable.
<b>Upper/lower flammability or explosive limits</b>	
<b>Flammability limit - lower (%)</b>	Not applicable
<b>Flammability limit - upper (%)</b>	Not applicable
<b>Explosive limit - lower (%)</b>	Not applicable
<b>Explosive limit - upper (%)</b>	Not applicable
<b>Vapor pressure</b>	Not applicable
<b>Vapor density</b>	Not applicable
<b>Relative density</b>	Not applicable
<b>Solubility(ies)</b>	Not available.
<b>Auto-ignition temperature</b>	Not applicable

Decomposition temperature	Not applicable
Viscosity	Not applicable

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## 10. Stability and Reactivity

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<b>Reactivity</b>	None known.
<b>Possibility of hazardous reactions</b>	No dangerous reaction known under conditions of normal use.
<b>Chemical stability</b>	Material is stable under normal conditions.
<b>Conditions to avoid</b>	Contact with incompatible materials, i.e strong oxidizing agents.
<b>Incompatible materials</b>	Strong oxidizing agents.
<b>Hazardous decomposition products</b>	Chlorine gas. Hydrogen chloride. Oxides of sodium.

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## 11. Toxicological Information

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### Information on likely routes of exposure

<b>Ingestion</b>	Expected to be a low ingestion hazard.
<b>Inhalation</b>	No adverse effects due to inhalation are expected.
<b>Skin contact</b>	No adverse effects due to skin contact are expected.
<b>Eye contact</b>	Direct contact with eyes may cause temporary irritation.
<b>Symptoms related to the physical, chemical and toxicological characteristics</b>	Direct contact with eyes may cause temporary irritation.

### Information on toxicological effects

**Acute toxicity** Not classified.

Product	Species	Test Results
Salt (CAS Mixture)		
<b>Acute</b>		
<i>Inhalation</i>		
LC50	Rat	21 mg/L, estimated
<b>Skin corrosion/irritation</b>	Prolonged skin contact may cause temporary irritation.	
<b>Exposure minutes</b>	Not available.	
<b>Erythema value</b>	Not available.	
<b>Oedema value</b>	Not available.	
<b>Serious eye damage/eye irritation</b>	Direct contact with eyes may cause temporary irritation.	
<b>Corneal opacity value</b>	Not available.	
<b>Iris lesion value</b>	Not available.	
<b>Conjunctival reddening value</b>	Not available.	
<b>Conjunctival oedema value</b>	Not available.	
<b>Recover days</b>	Not available.	
<b>Respiratory or skin sensitization</b>		
<b>Respiratory sensitization</b>	Not available.	
<b>Skin sensitization</b>	This product is not expected to cause skin sensitization.	
<b>Germ cell mutagenicity</b>	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.	
<b>Mutagenicity</b>	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.	
<b>Carcinogenicity</b>	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.	
<b>Reproductive toxicity</b>	This product is not expected to cause reproductive or developmental effects.	
<b>Teratogenicity</b>	Not classified.	
<b>Specific target organ toxicity - single exposure</b>	Not classified.	
<b>Specific target organ toxicity - repeated exposure</b>	Not classified.	
<b>Aspiration hazard</b>	Not classified.	



<b>Chronic effects</b>	Not classified.
<b>Further information</b>	This product has no known adverse effect on human health.
<b>Name of Toxicologically Synergistic Products</b>	Not available.

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## 12. Ecological Information

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<b>Ecotoxicity</b>	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
<b>Persistence and degradability</b>	No data is available on the degradability of this product.
<b>Bioaccumulative potential</b>	No data available.
<b>Mobility in soil</b>	No data available.
<b>Mobility in general</b>	Not available.
<b>Other adverse effects</b>	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

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## 13. Disposal Considerations

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<b>Disposal instructions</b>	Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.
<b>Local disposal regulations</b>	Dispose in accordance with all applicable regulations.
<b>Hazardous waste code</b>	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
<b>Waste from residues / unused products</b>	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
<b>Contaminated packaging</b>	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

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## 14. Transport Information

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<b>U.S. Department of Transportation (DOT)</b>	Not regulated as dangerous goods.
<b>Transportation of Dangerous Goods (TDG - Canada)</b>	Not regulated as dangerous goods.

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## 15. Regulatory Information

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<b>Canadian federal regulations</b>	This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations.
<b>WHMIS status</b>	Not Controlled
<b>US federal regulations</b>	
<b>TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)</b>	Not regulated.
<b>CERCLA Hazardous Substance List (40 CFR 302.4)</b>	Not listed.
<b>Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)</b>	Not regulated.
<b>Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List</b>	Not regulated.
<b>Superfund Amendments and Reauthorization Act of 1986 (SARA)</b>	
<b>Hazard categories</b>	Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No
<b>SARA 302 Extremely hazardous substance</b>	No
<b>SARA 311/312 Hazardous chemical</b>	No
<b>SARA 313 (TRI reporting)</b>	Not regulated.

**Other federal regulations****Safe Drinking Water Act (SDWA)** Not regulated.**Food and Drug Administration (FDA)** Not regulated.**US state regulations**

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

**US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance**

Not listed.

**US. Massachusetts RTK - Substance List**

Not regulated.

**US. Pennsylvania RTK - Hazardous Substances**

Not regulated.

**US. Rhode Island RTK**

Not regulated.

**Inventory status**

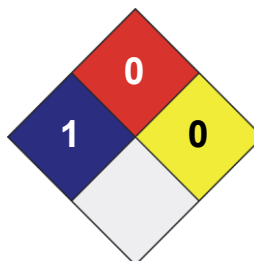
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

**16. Other Information**

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

<b>HEALTH</b>	/ 1
<b>FLAMMABILITY</b>	0
<b>PHYSICAL HAZARD</b>	0
<b>PERSONAL PROTECTION</b>	X

**Disclaimer**

The information in the sheet was written based on the best knowledge and experience currently available. Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

**Issue date** 28-September-2015**Effective date** 01-August-2014**Expiry date** 01-August-2017**Further information** Not available.**Prepared by** Dell Tech Laboratories, Ltd. Phone: (519) 858-5021

**Other information** This Safety Data Sheet was prepared to comply with the current OSHA Hazard Communication Standard (HCS) adoption of the Globally Harmonized System of Classification and Labeling of Chemicals (GHS).  
This SDS conforms to the ANSI Z400.1/Z129.1-2010 Standard.



**ICE**  **KICKER**®

ROAD SALT WITH A **KICK**



SALTWORX®

# ICE KICKER®

## SAVE TIME

### *Works faster*

IceKicker's specially formulated additive kick starts the brining process helping cut snow and ice faster than before!



*Kamas, UT - February 2018  
3°F - City road melted with IceKicker*



*Bountiful, UT - December 2015  
18°F - 4 minutes after plowing*



**70%  
OF UNTREATED  
SALT STAYS  
ON THE ROAD**

### **TRADITIONAL ROAD SALT**

30% ends up on the shoulder.



**96%  
OF PRE-TREATED  
SALT STAYS  
ON THE ROAD**

### **ICE KICKER ROAD SALT**

4% ends up on the shoulder.

## SAVE MONEY

### *Use Less*

IceKicker sticks to the road reducing "bounce and scatter" and wasted salt.

### *More Effective*

IceKicker melts roads faster and at colder temperatures, thus reducing operating costs.

### *Pre-Treated and Ready to Go*

IceKicker is a ready-made product that saves time and money on pre-wetting equipment and liquids.

## SAVE LIVES

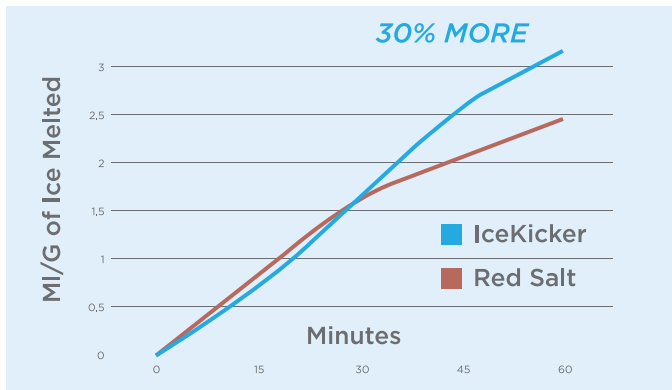
### *Visible*

IceKicker's blue color helps emphasize where crews have been and what roads are safe.

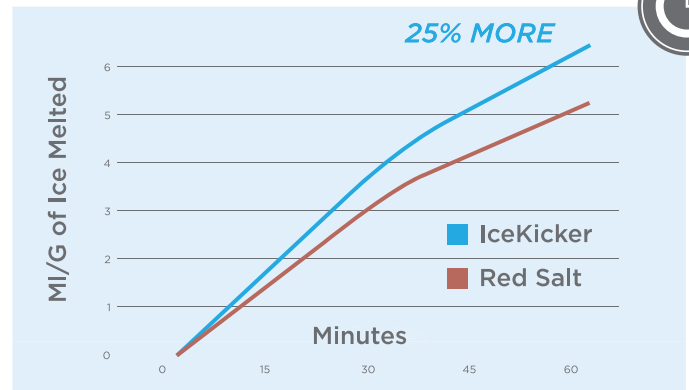


PLEASE NOTE: The information in this brochure, including images, is provided in good faith but is for informational purposes only. Actual product may vary, including appearance and performance. Customer is responsible for its own specific use of products.

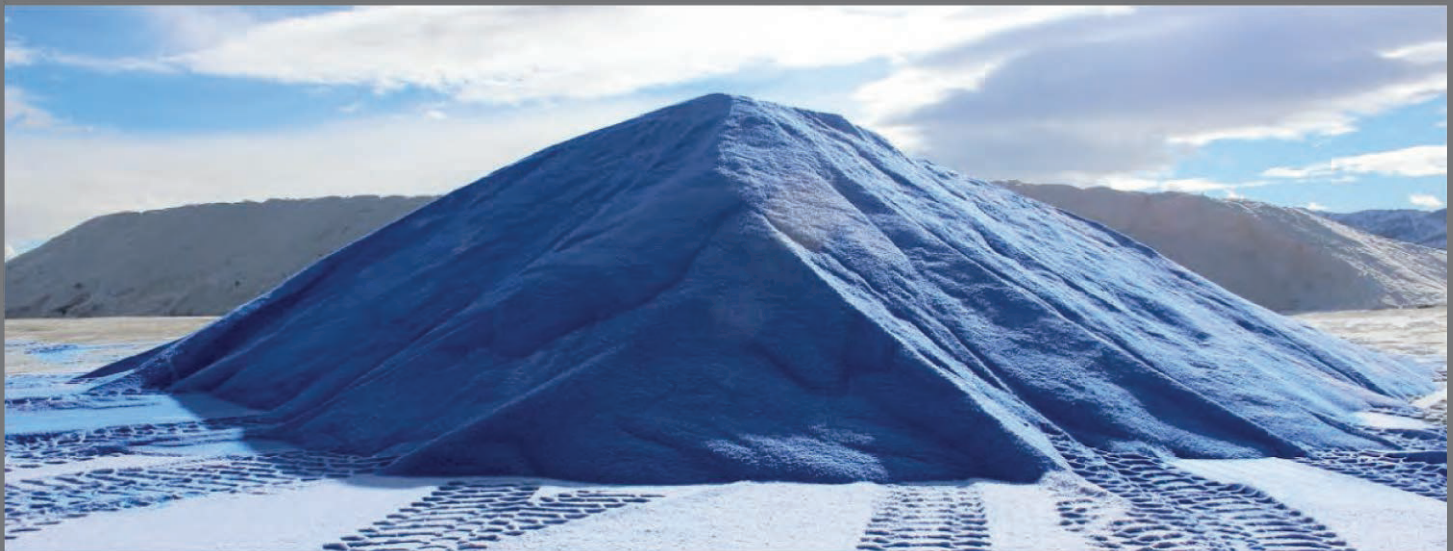
SHRP H-205.1 Ice Melting Test at 15°



SHRP H-205.1 Ice Melting Test at 25°



Testing conducted by the Western Transportation Institute - Bozeman, MT - December 17, 2015



### 50% Less Corrosive

IceKicker is approved on the Pacific Northwest Snowfighters / Qualified Product List under Category 4C - Corrosion Inhibited Solid Sodium Chloride.

IceKicker has a corrosion rate score of 50 which means it's 50% less corrosive than standard grade white salt. That's 50% less corrosion on equipment, infrastructure, and the environment!



# ICE KICKER®

**“This stuff WORKS! I’ve tried all different types of deicing salt over the years and nothing compares to IceKicker! At near zero degrees, we had puddles of water on our city streets. I am very impressed with this product!**

*Jon Lesko - City of Rock Springs - Rock Springs, WY*

**“I had a snow packed road, the temperature was 22°. I put down IceKicker and in 10 minutes I had running water on the road. IceKicker flat out works, no doubt about it!”**

*Jamie Jensen - Cache County - Logan, UT*

**“I’ve used a lot of deicing salts throughout my 30 years in public works but none of them have worked as well as IceKicker! IceKicker works fast and effectively saving money on our budget, and cutting down on operating costs. The citizens like that you can see it, but it doesn’t leave behind a dirty residue; and my guys like that it cuts ice at temperatures they haven’t seen before. IceKicker has definitely been a win/win for our city!”**

*Danny Martinez - Public Works Superintendent - Cottonwood Heights, UT*

**VISIT OUR WEBSITE AT  
[www.saltworx.net](http://www.saltworx.net)**

Ask about our salt brine enhancer:

COLD  STORM®

  
SALTWORX®



## SPECIALLY ENHANCED TO QUICKLY CLEAR ROADS

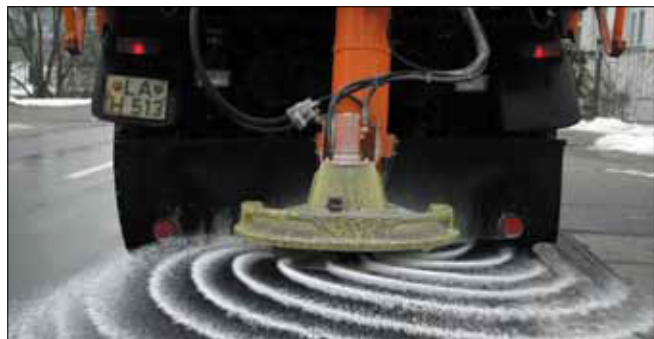
Salt has been the backbone of the de-icer industry for years. It's the most cost-effective option to keep roads clear during harsh winter conditions. QwikSalt® is just that but better, providing an economical and fast-acting solution to clear even the iciest winter roads quickly and effectively.

### THE RIGHT MIX MELTS AT LOWER TEMPERATURES

QwikSalt is enhanced with magnesium chloride to help clear roads faster and more effectively, with less bounce and scatter. Because of its composition, QwikSalt can melt ice at lower temperatures than straight salt.

### EXCELLENT BRINING SALT

QwikSalt is 98.5 percent pure sodium chloride. It's the perfect formula that won't clog your brine maker when you need it most.



#### IMPURITIES DO NOT MELT ICE – SALT MELTS ICE

Some salts contain impurities such as clay and iron, which do not melt ice and offer no traction improvements on snowy, icy roads. QwikSalt melts the ice, clears the roads and creates safer conditions for travelers.

#### NATURALLY RENEWABLE

Minerals come directly from the Great Salt Lake. Produced with solar energy, QwikSalt has virtually no carbon footprint. We are very respectful to the environment and take every measure to achieve sustainability.





**HIGH QUALITY DE-ICING SALT TO KEEP ROADS THEIR SAFEST**

## **HIGH QUALITY CONTROL AT THE GREAT SALT LAKE**

QwikSalt is produced through solar evaporation technology from the Great Salt Lake in Utah. The salt is washed for removal of impurities, dewatered, selectively screened to guarantee this special gradation of salt, and mixed with magnesium chloride for enhanced performance and ease of storage.

## **CONVENIENT DISTRIBUTION**

Strategically located to service your de-icing needs, Compass Minerals provides high quality salt and dependable service throughout the United States. Its mines, evaporation plant, and depot system make sure that salt is available when and where you need it.







**MOISTURE IS THE ENEMY. DRIROX IS YOUR ALLY.**



**For more  
information or  
to get a bid:**

**800-693-3334**

DriRox is a high performance deicing salt that every road maintenance program should have in its arsenal. Free-flowing and uniform in size, Delivers more effective and longer-lasting results because it has a lower moisture content than other solar salts.

### **Less Moisture. More Performance.**

Some salts have a moisture content of 2.0% or more, which can cause clumping, poor application, clogging, and a variety of challenges. DriRox is kiln dried solar salt with a moisture content less than 0.1%. This helps ensure:

- No freezing or clumping
- Better flow
- More effective application
- Faster acting than red salt
- Easier mix to create brine



### **The Importance of Purity**

Impurities in salt do not significantly contribute to the overall melting effectiveness. In some salts, these contaminants represent up to 10% of the salt, meaning less ice melting performance and additional cleanup costs after a storm.

**100% → DRY  
100% → SALT  
100% → EFFECTIVE**



## How does your salt size up?

Salt sizing can significantly impact melting effectiveness. The particle size of salt products typically fall into three forms:

### FINES



- Very small particles, similar to talcum powder in appearance
- Tend to melt ice quickly, but resulting liquid refreezes quickly
- As temperature drops or as snow dilutes product blows away with stormy wind

### DriRox



- Around 1/8" in size – lasts longer on the road
- Yields larger holes in snow and ice
- Tend to last when temperature drops
- Balances benefits of boulders and fines
- Ideal for brining salt

### BOULDERS



- Around 3/4" in size or larger
- Tend not to dissolve completely, not ideal for brine mixing
- Bounce and scatter often leads to losing larger salt granules



**DriRox is screened to remove all fines and boulders, resulting in a uniform grain size that ensures a predictable, effective, long-lasting ice melting performance.**



Discover how DriRox can better serve your winter maintenance program and your bottom line today. For more information or to get a bid, call

800-693-3334



SALTWORX

IceKicker® High  
Performance  
Road Salt

Safety Data Sheet

Page 1/4

## 1. Product and Company Identification

Product Name	IceKicker® High Performance Road Salt
Company	SaltWorx LLC PO Box 628 Morgan, UT 84050
Product Information	(801) 791-3321
Emergency Contact	(801) 791-3321
Date Prepared	October 2015
Chemical Name(s)	Complex Chloride Blend (Sodium Chloride)
Suggested Use	High Performance Roadway Deicing Salt

## 2. Hazards Identification

<b>Routes of Entry</b>	Skin absorption, eye contact, inhalation, ingestion	
<b>Potential Acute Health Effects</b>	<b>Eyes</b>	Irritant after contact
	<b>Skin</b>	Irritant after contact
	<b>Inhalation</b>	Irritant after inhalation
	<b>Ingestion</b>	Irritant, potential gastrointestinal distress
<b>Potential Chronic Health Effects</b>	<b>Carcinogenic Effects</b>	Not classified or listed by IARC, NTP, OSHA
	<b>Mutagenic Effects</b>	Not Available
<b>Medical Condition Effects</b>	Prolonged exposure not known to aggravate medical conditions	

### 3. Composition/Information on Ingredients

Component	CAS #	% Component
Sodium Chloride	7647-14-5	93% - 96%
Proprietary Blend of Melting Power Enhancers	N/A	3% -5%
Water	7732-18-5	< 4.5%

### 4. First Aid Measures

<b>Eye Contact</b>	Flush with water for at least 15 minutes. Seek medical attention if irritation persists.
<b>Skin Contact</b>	Wash thoroughly with soap and water. Seek medical attention if irritation persists.
<b>Inhalation</b>	Move to fresh air. If not breathing, administer CPR. Seek medical attention if irritation persists.
<b>Ingestion</b>	Do not induce vomiting. Rinse mouth with water. Seek medical attention if irritation persists.

### 5. Fire Fighting Measures

Flash Point	Not Available
Flammable Limits	Not Available
Auto ignition Temperature	Not Available
Extinguishing Media	None Required. As required for surrounding materials.
Fire & Explosion Hazards	None
Special Fire Fighting Procedures	None
Fire Protective Clothing	Self-contained breathing apparatus (SCBA) and full turnout gear recommended

### 6. Accidental Release Measures

<b>Small or Large Spill</b>	Small or Large Spill Use rubber gloves and eye protection with appropriate tools to place spilled material into a suitable waste disposal container. Spread water on the contaminated surface and dispose of in a manner compliant with federal, state and local regulations.
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### 7. Handling and Storage

<b>Handling</b>	Provide adequate ventilation if dust is generated by equipment
<b>Storage</b>	Store in a dry location

### 8. Exposure Controls and Personal Protection

<b>Engineering Controls</b>	Provide adequate ventilation to reduce dust during handling.						
<b>Personal Protection</b>	<table> <tbody> <tr> <td><b>Eyes</b></td> <td>Safety glasses</td> </tr> <tr> <td><b>Body</b></td> <td>Not generally required.</td> </tr> <tr> <td><b>Respiratory</b></td> <td>Not generally required.</td> </tr> </tbody> </table>	<b>Eyes</b>	Safety glasses	<b>Body</b>	Not generally required.	<b>Respiratory</b>	Not generally required.
<b>Eyes</b>	Safety glasses						
<b>Body</b>	Not generally required.						
<b>Respiratory</b>	Not generally required.						

## 9. Physical and Chemical Properties

Physical State	White Crystalline Solid
Appearance	Blue
Odor	None
pH	6-8 (Neutral)
Solubility	90-99% in cold or hot water

## 10. Stability and Reactivity

Stability	Stable
Instability	None
Hazardous Decomposition	None
Incompatibility	Oxidizing agents, acids
Hazardous Polymerization	Will not occur

## 11. Toxicological Information

Toxicity to Animals	Not Determined
Chronic Effect to Humans	Not classified or listed by IARC, NTP, OSHA
Other Human Toxic Effects	Slight eye, skin, stomach and lung irritant

## 12. Ecological Information

Toxicological Information	None
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## 13. Disposal Consideration

Waste Disposal	Dispose of in accordance with all federal, state and local regulations.
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## 14. Transportation Information

DOT Classification	Not a United States DOT controlled material
US Federal Regulations	Not subject to reporting under SARA, Title III, Section 313
State Regulations	None
Canadian Regulations	Not controlled under WHMIS (Canada)

## 15. Regulatory Information

OSHA, Department of Transportation, EPA, SPSC – Not Regulated as Hazardous.

## **16. Other Information**

Last Updated by SaltWorx on 10-15-2017

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The information contained herein is accurate, to the best of our knowledge. However, SaltWorx nor any of its subsidiaries, suppliers or distributors assume any liabilities whatsoever for the completeness or accuracy of the data or the results of the use thereof.

Final determination as to the suitability for use is the sole responsibility of the user. No warranty of any type is expressed or implied.



# SALTWORX

## PRODUCT DATA SHEET

ICEKICKER® - High Performance Road Salt  
SaltWorx LLC

### DESCRIPTION:

ICEKICKER® High Performance De-Icing Salt is a coarse graded screened solar salt crystallized from brines from the Great Salt Lake in Utah. ICEKICKER has been pre-treated with a proprietary liquid enhancer for the control of ice and snow under challenging winter road maintenance conditions. ICEKICKER melts ice faster and at colder temperatures than typical road salts. ICEKICKER also meets the requirements of most Local and State public authorities.

### Chemical Analysis:\*

Components	Units	Typical	MIN / Max
Sodium Chloride	%	97	92.0 Min
CaCl(0.5%) MgCl(0.5%) KCl(0.5%)	%	1.5	
Moisture	%	3	5.0 Max
Water Insolubles	%	>.02	.05 Max

### SIEVE ANALYSIS ( SIZE):\*

U.S.S. MESH	% Wt. Passing Min / Max Range Typical
1/2 Inches	100
3/8 Inches	90 - 100
# 4	75 - 100
# 8	20 - 60
# 16	15 - 45
# 50	0 - 10

\* All of the above information and data are based on the best available chemical, analytical, and sieve information. Product data sheets will be updated as new information and data are collected

\*October 15, 2017

# Product Data Sheet



9900 West 109<sup>th</sup> Street – Suite 100  
Overland Park, Kansas 66210  
Phone 800-755-7258 Fax 800-359-7258

## QWIKSALT

### PRODUCTION LOCATION

Ogden, Utah

### PRODUCT DESCRIPTION

Solar Salt produced by standard solar evaporation technology from the Great Salt Lake in Utah. The salt is washed for removal of impurities, dewatered, selectively screened to insure this special gradation of salt, admixed with magnesium chloride and sodium ferrocyanide, and quality control tested.

### TYPICAL SCREEN ANALYSIS

Retained and Cumulative

U.S.S Mesh	Tyler Mesh	Open. (In.)	Ret. %	Range %	Cum. %	Range %
3	0.265	0.265	5.9	0-26	5.9	0-26
4	4	0.1870	12.5	0-29	18.4	0-53
8	8	0.0937	38.5	6-71	55.9	28-86
16	14	0.0469	28.8	0-62	85.7	67-100
30	28	0.0236	10.0	0-24	95.7	80-100
Pan	Pan		4.3	0-19	100.0	

Average Particle Size 0.108 inches (7.4 mesh)

### PHYSICAL PROPERTIES

Bulk Density 72 lbs/cubic foot

Chemical Analysis		Typical	
Sodium Chloride (dry basis)	NaCl	(%)	99.91
Magnesium Chloride	MgCl <sub>2</sub>	(%)	0.60
Moisture		(%)	3.30
Water Insolubles		ppm	157

### METHOD OF ANALYSIS

American Society for Testing and Materials Procedures E534 and D632. All other testing is from Compass Minerals' internal quality control procedures, which are available upon request.

Product Description and Codes	UPC code	Product Code
Bulk		85051

### ADMIXTURE

Minimum 50 parts per million sodium ferrocyanide (YPS) added to prevent caking.

0.60 percent magnesium chloride is added as an anti-freezing agent.

June 2015



# Product Data Sheet



9900 West 109<sup>th</sup> Street – Suite 100  
Overland Park, Kansas 66210  
Phone 800-755-7258 Fax 800-359-7258

## DRIROX™ EXTRA COARSE SOLAR SALT

### PRODUCTION LOCATION

Ogden, Utah

### PRODUCT DESCRIPTION

Solar Salt produced by standard solar evaporation technology from the Great Salt Lake in Utah. The salt is washed for removal of impurities, kiln dried, selectively screened to insure this special gradation of salt, and quality control tested.

### TYPICAL SCREEN ANALYSIS

Retained and Cumulative (99.7% Confidence)

U.S.S Mesh	Tyler Mesh	Open. (In.)	Ret. %	Range %	Cum. %	Range %
-	3	0.265	1.7	0 – 6	1.7	0 – 6
4	4	0.187	10.5	0 – 21	12.1	0 – 26
6	6	0.132	33.4	19 – 48	45.5	23 – 69
8	8	0.0937	43.2	29 – 58	88.7	75 – 100
12	10	0.0661	8.2	0 – 18	96.9	90 – 100
14	12	0.0555	1.6	0 – 7	98.4	95 – 100
Pan	Pan		1.6	0 – 5	100.0	

Average Particle Size 0.139 inches (5.75 mesh)

### PHYSICAL PROPERTIES

Bulk Density 63 lbs/cubic foot

Chemical Analysis (99.7% Confidence)		Typical	Range
Sodium Chloride	NaCl (%)	99.82	99.35 - 100.0
Calcium	Ca ppm	155	0 – 838
Magnesium	Mg ppm	249	0 – 984
Potassium	K ppm	356	0 – 751
Sulfate	SO <sub>4</sub> ppm	930	0 – 4028
Moisture	(%)	0.05	0.01 – 0.10
Water Insolubles	ppm	69	0 – 184

### METHOD OF ANALYSIS

American Society for Testing and Materials Procedure E534. All other testing is from Compass Minerals' internal quality control procedures, which are available upon request.

Product Description and Codes	UPC code	Product Code
Bulk		85009

### ADMIXTURE

No additives – Pure salt

June 2015



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/15/2024

**Committee Agenda type:** Consent

**Date Rec'd**

4/4/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 04/29/2024

**Submitting Dept**

SOLID WASTE DISPOSAL

**Project #**

**Contact Name/Phone**

DAVID PAINE 625-6878

**Bid #**

RFQ 6076-24

**Contact E-Mail**

DPAINE@SPOKANECITY.ORG

**Requisition #**

RE 20492

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4490 PURCHASE OF STEAM TRAPS FOR THE WASTE TO ENERGY FACILIT

**Agenda Wording**

Purchase of steam traps from Industrial Service Solutions (Seattle, WA) for use at the Waste to Energy Facility with a total cost of \$60,482.50 including tax and shipping.

**Summary (Background)**

The steam system at the Waste to Energy Facility uses steam traps to remove condensate (water) from the steam at various points in the system and are a critical protection device for the turbine. They require periodic repairs and replacement. On March 5, 2024, bidding closed on RFQ 6076-24 for the purchase of the necessary replacement traps and parts to maintain the system. Three responses were received, and Industrial Service Solutions was the selected bidder based on price and availability.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 60,482.50

Current Year Cost \$ 60,482.50

Subsequent Year(s) Cost \$ 0

**Narrative**

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

**Amount**

**Budget Account**

Expense \$ 60,482.50

# 4490-44100-37148-53210-34002

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

Dept Head

PAINE, DAVID

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

**Additional Approvals**

PURCHASING

PRINCE, THEA

**Distribution List**

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	April 15, 2024
<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 509-625-6878
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Purchase of steam traps for the Waste to Energy Facility.
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>The steam system at the Waste to Energy Facility uses Steam Traps to remove condensate (water) from the steam at various points in the system. The Steam traps are a critical protection device for the Turbine. They require periodic repairs and replacement to ensure the integrity of the steam system.</p> <p>On March 5, 2024, bidding closed on RFQ 6076-24 for the procurement of the necessary replacement traps and parts to maintain the steam system. Three responses were received, and Industrial Service Solutions (Seattle, WA) was the selected bidder based on price and availability. The cost of the needed steam traps is \$60,482.50 including tax and freight.</p>
<b>Fiscal Impact</b>	<p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$60,482.50 including tax</u>          Current year cost: \$60,482.50          Subsequent year(s) cost: 0</p> <p><b>Narrative:</b> <u>This is a periodic maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A          Specify funding source: Program revenue          Is this funding source sustainable for future years, months, etc? Yes</p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	<ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.</li> <li>• How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</li> </ul>

N/A

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

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

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

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

#### **Council Subcommittee Review**

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

Not applicable

**Bid Response Summary**

**Bid Number** RFQ 6076-24  
**Bid Title** Steam Traps, No Or-Equals Due To Standardization  
**Due Date** Tuesday, March 5, 2024 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Industrial Service Solutions-Bay Valve  
**Submitted By** Brett Aquilina - Monday, March 4, 2024 6:27:40 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 brett.aquilina@iss-na.com 206-267-3900

**Comments****Question Responses**

Group	Reference Number	Question	Response
BACK GROUND AND PURPOSE			
	#1	The City of Spokane, Solid Waste Disposal, Waste To Energy Facility (COS WTE), is located at 2900 S. Geiger Blvd, Spokane WA 99224-5400. The WTEF operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	I agree and I acknowledge
	#2	The City of Spokane Waste to Energy Facility (COSWTEF) is located at 2900 S. Geiger Boulevard, Spokane, WA 99224-5400. COSWTEF works under aggressive deadlines and schedules that require suppliers to provide high service levels. The COSWTEF is initiating this Request for Quotes to solicit quotes from vendors who have a proven ability to provide new spec'd steam traps, that are currently used within the COS WETF, no equals will be accepted due to standardization.	I agree and I acknowledge
	#3	Delivery of trap valves on sites at COS WETF would be no later than April 15, 2024, for a planned outage. Installation of is not part of requirement.	I don't agree and I don't acknowledge
	#4	Multiple Awards. The City may choose from more than one vendor. Bidders are encouraged to bid on all item types.	I agree and I acknowledge
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge

<p>#2</p>	<p>The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 9:00 a.m. Pacific Local Time, on the bid opening date.</p>	<p>I agree and I acknowledge</p>
<p>#3</p>	<p>All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.</p>	<p>I agree and I acknowledge</p>
<p>GENERAL CONDITIONS</p>		
<p>#1</p>	<p>Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.</p>	<p>I agree and I acknowledge</p>
<p>#1.1</p>	<p>EXCEPTION: If you took exception to above, upload here.</p>	
<p>INTERPRETATION</p>		
<p>#1</p>	<p>If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.</p>	<p>I agree and I acknowledge</p>
<p>WITHDRAWAL OF QUOTES</p>		
<p>#1</p>	<p>Bidders may withdrawal Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of thirty (30) calendar days after the due date.</p>	<p>I agree and I acknowledge</p>
<p>EVALUATION OF QUOTES</p>		
Empty section for Evaluation of Quotes		

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



#1	Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. Interlocal and State Contracts where applicable will be considered as a bid. The City Council shall make the award of contract, as applicable. Unsuccessful Bidders will not automatically be notified of Bid results.	I agree and I acknowledge
<b>PAYMENT TERMS</b>		
#1	Supplier acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and I acknowledge
#2	EXCEPTION If you took exception to above, explain here.	
<b>BIDDER INFORMATION</b>		
#1	Person's Name, Title, Email Address, and Phone Number Submitting Bid	Brett Aquilina, Technical Account Lead, brett.aquilina@iss_na.com, 206-580-5561.
#2	State Person and Phone To Be Contacted By City Concerning Items Bid	Brett Aquilina, Phone: 206-580-5561.
<b>ORGANIZATION</b>		
#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation. WA state.
<b>CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT</b>		

<p>#1</p>	<p>Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.</p>	<p>I agree and I acknowledge</p>
<p>#2</p>	<p>City of Spokane Business Registration Number</p>	<p>603199008</p>
<p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>		
<p>#1</p>	<p>All materials submitted to the City in response to this competitive procurement shall become the property of the City.</p>	<p>I agree and I acknowledge</p>
<p>#2</p>	<p>All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.</p>	<p>I agree and I acknowledge</p>
<p>#3</p>	<p>When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.</p>	<p>I agree and I acknowledge</p>

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

#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
ACCEPTANCE PERIOD		
#1	Bidders must provide a minimum of a minimum of thirty (30) calendar days after the due date.	I agree and I acknowledge
PCB CERTIFICATION		
#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
#2	As far as you know has this type of product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
#3	If so were PCBs found at a measurable level?	Don't Know
#4	If so attach the results or note from whom the results can be obtained.	
#5	Do you have reason to believe the product contains measurable levels of PCBs?	No
#6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
GENERAL INSTRUCTIONS		

#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I agree and I acknowledge
#2	Time is of the essence in the performance of this contract.	I agree and I acknowledge
#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I agree and I acknowledge
#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
#5	The City reserves the right to accept or reject any part of or all Quotes deemed to be in the best interest of the City. The City may choose from more than one vendor. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
#6	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
#7	Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
SPECIAL INSTRUCTIONS - GENERAL		
#1	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and I acknowledge
#2	Suppliers found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge

#3	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.	I agree and I acknowledge
#4	Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.	I agree and I acknowledge
#5	Federal and State laws governing this product and its final certification must be satisfied.	I agree and I acknowledge
#6	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	I agree and I acknowledge
#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of the purchase order.	I agree and I acknowledge
#8	EXCEPTION: If you took exception to any of the above, explain here.	
TECHNICAL SPECIFICATIONS		
#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I agree and I acknowledge
#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.	I agree and I acknowledge
#3	All items delivered must adhere to stated specs, No Substitutes or Or-Equals will be considered due to Standardization of steam traps, that are currently used within the COS WETF.	I agree and I acknowledge
#4	Any delivered item that does not meet specifications will not be accepted.	I agree and I acknowledge
#5	Awarded Supplier would be responsible for providing the following	Yes
#5.1	1 each: Spirax-Sarco, 2-inch, Ball Float Steam Trap, FT-10-4.5 Cast Iron body with Screwed Conns. (Location: TFWP Exhaust, TG, Level Zero.) Orifice: .807, Air Vent: BP-99.	I don't agree and I don't acknowledge
#5.1.1	State lead time in calendar days for delivery at WTEF, upon receipt of order(s):	Seven to 10 business days.

#5.2	3 each: Spirax-Sarco, ½ inch, Steel body, Thermo-Dynamic Steam Trap, TD120 with B.W. Conns. (Location: TG Main Steam, TG, Level Zero Turbine Inlet.) PMA: 36, 25 PSI, PMO: 1740 PSI, DN 15. Specs from Nameplate: TD 120, PMA: 3625 PSI, TMA: 1022 degrees F, PMC: 1740 PSI, DN: 15	I agree and I acknowledge
#5.2.1	State lead time in calendar days for delivery at WTEF, upon receipt of order(s):	The number of days will be advised.
#5.2.2	Option: Rebuild Kits Pricing Options will be sought as listed on Pricing Page.	I agree and I acknowledge
#5.3	3 each: Spirax-Sarco, ½ inch, Steel body, Thermo-Dynamic Steam Trap, TD120 with B.W. Conns. PMA: 36, 25 PSI, PMO: 1740 PSI, DN 15. Specs from Nameplate: TD 120, PMA: 3625 PSI, TMA: 1022 degrees F, PMC: 1740 PSI, DN: 15	I agree and I acknowledge
#5.3.1	State lead time in calendar days for delivery at WTEF, upon receipt of order(s):	SPIRAX COVER STUD & NUT SET TD120 (45 DAY LEAD TIME B/4 SHIP). SPIRAX GASKET SET TD 120 - (4 DAY LEAD TIME B/4 SHIPPING). SPIRAX INTERNAL SET TD120 (60 DAY LEAD TIME B/4 SHIPPING). SPIRAX SCREEN & GASKET TD120 (4 DAY LEAD TIME B/4 SHIP).
#5.4	1 each: Armstrong Bucket Trap ½ inch Socket weld, Inlet steam pressure 850 PSI. High Pressure steam. (Location: Extraction E Outside, TG, Level Zero) Additional confirmed specs from Nameplate: HR: 80A, ½-inch SW, CRM2 (F22) Body.	I agree and I acknowledge
#5.4.1	State lead time in calendar days for delivery at WTEF, upon receipt of order(s):	I agree and I acknowledge
#5.5	1 each: Spirax-Sarco 3/4-inch, Steel body, Thermo-Dynamic Steam Trap, TD52, FNPT thread, with ¾-inch Screwed Conns. 100 lb Header steam. Specs from Nameplate: TD 52, PMO 600 PSI, PMA 600 PSIG, TMA: 800 degrees F	I agree and I acknowledge
#5.1	State lead time in calendar days for delivery at WTEF, upon receipt of order(s):	I agree and I acknowledge

#6	If the product differs from the provisions contained herein, these differences must be explained in detail.	Regarding: RT 028201: This product: 2" SPIRAX XARCO FT14-4.5 FLOAT THERMOSTATIC STEAM TRAP, CAST IRON, PMO 65 PSIG (4 DAYS TO SHIP FROM MF), will replace the spec'd product: Spirax-Sarco, 2-inch, Ball Float Steam Trap, FT-10-4.5 Cast Iron body with Screwed Conns. (Location: TFWP Exhaust, TG, Level Zero.) Orifice: .807, Air Vent: BP-99 has been discontinued no longer being manufactured.
#7	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of spec'd steam traps or kits. Upload Letter Here	Steam Trap Supplier Supplier list.docx
#8	EXCEPTION: If you took exception to any of the above, explain here.	
#9	As applicable, Material Safety Data Sheets / Safety Data Sheets must be included with Bid Proposal. Upload Here	
<b>DELIVERY - F.O.B. Delivery Point</b>		
FOB Delivery Point:	FOB Delivery Point: Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I agree and I acknowledge
Freight Transportation	Will be prepaid and add; and listed as a separate line item on invoices. The City reserves the right to request copies of all freight invoices incurred by vendor.	I agree and I acknowledge
Risk of Loss	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and I acknowledge
EXCEPTION	If you took exception to any of the above, explain here.	Product data sheets will be provided when requested, or can be accessed via the internet.
<b>PRICING</b>		



#1.1	Sales Tax: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
#2	Enter Pricing on the "Pricing Tab" . Unit Pricing Should Not Include Tax or Freight.	I agree and I acknowledge
#3	Exceptions: If you took exception to any of the above, explain in detail.	
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	
#2	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	
#3	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	

**Pricing Responses**

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

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

#1	Spirax-Sarco, 2-inch, Ball Float Steam Trap, FT-10-4.5 Cast Iron body with Screwed Conns. (Location: TFWP Exhaust, TG, Level Zero.) Orifice: .807, Air Vent: BP-99. Pricing should not include freight nor tax.	Base	Each	1.00	\$6,660.00	\$6,660.00	RT 028201. The FT-10-4.5 valve discontinued. Suggested replacement is: 2" SPIRAX XARCO FT14-4.5 FLOAT THERMOSTATIC STEAM TRAP, CAST IRON, PMO 65 PSIG (4 DAYS TO SHIP FROM MF) has been quoted here.
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#2	<p>Spirax-Sarco, 1/2 inch, Steel body, Thermo-Dynamic Steam Trap, TD120 with B.W. Conns. PMA: 36, 25 PSI, PMO: 1740 PSI, DN 15. Specs from Nameplate: TD 120, PMA: 3625 PSI, TMA: 1022 degrees F, PMC: 1740 PSI, DN: 15 Pricing should not include freight nor tax.</p>	Base	Each	3.00	\$6,302.80	\$18,908.40	For RT 028202, RT 028203, RT 028205.
#2.1	<p>Pricing Option Rebuild Kit: SPIRAX COVER STUD &amp; NUT SET TD120 (45 DAY LEAD TIME B/4 SHIP) Pricing should not include freight nor tax. Per Each Kit</p>	Base	Each	1.00	\$790.60	\$790.60	Rebuild KIT for RT 028202, RT 028203, and RT 028205. Details: SPIRAX COVER STUD & NUT SET TD120 (45 DAY LEAD TIME B/4 SHIP).

<p>#2.2</p>	<p>Pricing Option Rebuild Kit: SPIRAX GASKET SET TD 120 - (4 DAY LEAD TIME B/4 SHIPPING) Pricing should not include freight nor tax. Per Each Kit</p>	<p>Base</p>	<p>Each</p>	<p>1.00</p>	<p>\$790.60</p>	<p>\$790.60</p>	<p>Rebuild KIT for RT 028202, RT 028203, and RT 028205. Details: SPIRAX GASKET SET TD 120 - (4 DAY LEAD TIME B/4 SHIPPING).</p>
<p>#2.3</p>	<p>Pricing Option Rebuild Kit: SPIRAX INTERNAL SET TD120 (60 DAY LEAD TIME B/4 SHIPPING) Pricing should not include freight nor tax. Per Each Kit</p>	<p>Base</p>	<p>Each</p>	<p>1.00</p>	<p>\$790.60</p>	<p>\$790.60</p>	<p>Rebuild KIT for RT 028202, RT 028203, and RT 028205. Details: SPIRAX INTERNAL SET TD120 (60 DAY LEAD TIME B/4 SHIPPING).</p>
<p>#2.4</p>	<p>Pricing Option Rebuild Kit: SPIRAX SCREEN &amp; GASKET TD120 (4 DAY LEAD TIME B/4 SHIP) Pricing should not include freight nor tax. Per Each Kit</p>	<p>Base</p>	<p>Each</p>	<p>1.00</p>	<p>\$790.60</p>	<p>\$790.60</p>	<p>Rebuild KIT for RT 028202, RT 028203, and RT 028205. Details: SPIRAX SCREEN &amp; GASKET TD120 (4 DAY LEAD TIME B/4 SHIP).</p>
<p> </p>							

#3

Spirax-  
 Sarco, 1/2  
 inch, Steel  
 body,  
 Thermo-  
 Dynamic  
 Steam Trap,  
 TD120 with  
 B.W.  
 Conns.  
 PMA: 36,  
 25 PSI,  
 PMO: 1740  
 PSI, DN 15.  
 Specs from  
 Nameplate:  
 TD 120,  
 PMA: 3625  
 PSI, TMA:  
 1022  
 degrees F,  
 PMC: 1740  
 PSI, DN: 15  
 Pricing  
 should not  
 include  
 freight nor  
 tax.

Base Each

3.00

\$3,908.93

\$11,726.79

For RT 028202,  
 RT 028203, RT  
 028205 for TLV  
 steam trap, p/n:  
 HR150A 1/2" SW  
 F22.

#4	<p>Armstrong          Bucket Trap          1/2 inch          Socket          weld, Inlet          steam          pressure          850 PSI.          High          Pressure          steam.          (Location:          Extraction E          Outside,          TG, Level          Zero)          Additional          confirmed          specs from          Nameplate:          HR: 80A, 1/2-          inch SW,          CRM2 (F22)          Body.          Pricing          should not          include          freight nor          tax.</p>	Base	Each	1.00	\$7,675.25	\$7,675.25	For RT 028204.
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#5	Spirax-Sarco 3/4-inch, Steel body, Thermo-Dynamic Steam Trap, TD52, FNPT thread, with 3/4-inch Screwed Conns. 100 lb Header steam. Specs from Nameplate: TD 52, PMO 600 PSI, PMA 600 PSIG, TMA: 800 degrees F Pricing should not include freight nor tax.	Base	Each	1.00	\$855.70	\$855.70	For RT 028206.
<b>Total Base Bid</b>	\$48,988.54						

RE: ISS-Bay Valve product representatives: Steam Trap manufacturers

**TLV USA, Corporation**

13901 South Lakes Drive  
Charlotte, NC 28273-6790, USA

**Spirax-Sarco | STEAM SUPPLY, LLC**

19510 144th AVE NE, SUITE D-12  
Woodinville, WA 98072





**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/15/2024

**Committee Agenda type:** Consent

**Date Rec'd** 4/4/2024

**Clerk's File #** OPR 2020-0417

**Renews #**

**Cross Ref #** RES 2020-0024

**Council Meeting Date:** 04/29/2024

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL	<b>Project #</b>	
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<b>Contact Name/Phone</b>	DAVID PAINE 625-6878	<b>Bid #</b>	SOLE SOURCE
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<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG	<b>Requisition #</b>	CR 26212
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	BWILKERSON JBINGLE KKLITZKE		
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<b>Agenda Item Name</b>	4490 CONTRACT RENEWAL FOR TURBINE GENERATOR SERVICES		
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**Agenda Wording**

Sole source contract renewal 4 of 4 with Siemens Energy (Seattle, WA) for turbine generator services at the Waste to Energy Facility from May 1, 2024-April 30, 2025 with an estimated cost not to exceed \$350,000.00 plus tax.

**Summary (Background)**

Dresser Rand Company, now know as Siemens Energy, is the original equipment manufacturer of the turbine generator at the Waste to Energy Facility. A sole source resolution for five (5) years for turbine generator services was approved in 2020, as well as a one-year contract with the option of four (4) additional one-year renewals. This will be the final renewal. The total cost includes a planned upgrade of the controls system that was delayed from 2023 due to parts availability.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 350,000.00

Current Year Cost \$ 350,000.00

Subsequent Year(s) Cost \$ 0

**Narrative**

This is a reoccurring annual maintenance expense that was planned for in the 2024 Solid Waste Disposal budget as well as a planned project in the six year capital plan.

**Amount**

**Budget Account**

Expense	\$ 50,000.00	# 4490-44100-37148-54803-34002
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Expense	\$ 300,000.00	# 4490-44900-37145-54803-34002
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Select	\$	#
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Select	\$	#
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	\$	#
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	\$	#
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**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	PAINE, DAVID
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

<b><u>PURCHASING</u></b>	PRINCE, THEA

**Distribution List**

Luke Zimmer, luke.zimmer@siemens-energy.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	April 15, 2024
<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 509-625-6878
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract renewal for turbine generator repairs and maintenance at the Waste to Energy Facility.
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The turbine generator is an integral part of the 24hr/7 day a week operations at the Waste to Energy Facility. If it were to break down and maintenance/parts were not readily available, the City would lose revenue from power generation and incur additional costs in the form of purchased power. Siemens Energy fka Dresser Rand Company of Seattle, WA is the OEM of this proprietary equipment and are the only company that possesses the design, fabrication and manufacturing information for the maintenance, service and product supplies necessary for the condensing steam turbine generator at the facility.</p> <p>A sole source resolution for five (5) years for turbine generator services was approved in 2020 as well as a one-year contract with the option of four (4) additional one-year renewals. This will be the final renewal with an estimated annual cost not to exceed \$350,000.00, plus tax, from May 1, 2024 through April 30, 2025.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$350,000.00</u></p> <p>    Current year cost: \$350,000.00</p> <p>    Subsequent year(s) cost: \$0</p> <p><b>Narrative:</b> <u>This is an annual maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?</li> </ul>	

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

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

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

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

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

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

#### **Council Subcommittee Review**

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

Not applicable



**City of Spokane**  
**CONTRACT RENEWAL**  
**4 of 4**  
**Title: MAINTENANCE SERVICE AND SUPPLIES FOR TURBINE GENERATOR**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** a (“City”), Washington municipal corporation and **SIEMENS ENERGY INC.**, with principal offices located at 225 Lucile Street, Seattle, Washington 98108, as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into an agreement wherein Contractor agreed to provide maintenance, service and product supplies necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823; and,*

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

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

**1. CONTRACT DOCUMENTS.**

The original Contract dated July 6, 2020 and July 7, 2020, any previous amendments, renewals and/or extensions thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATES.**

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

**3. COMPENSATION.**

The City shall pay a maximum additional cost in the amount of **THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$350,000.00)**, excluding taxes, in accordance with the attached 2024 Rate Sheet, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**SIEMENS ENERGY, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Certificate of Debarment  
2024 Rate Sheet

24-053

**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)



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/15/2024

**Committee Agenda type:** Consent

**Date Rec'd**

4/4/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 04/29/2024

**Submitting Dept**

FLEET SERVICES

**Project #**

**Contact Name/Phone**

RICK GIDDINGS 625-7706

**Bid #**

**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Requisition #**

SEE ATTACHED

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

2024 PUBLIC WORKS VEHICLE PRE-PURCHASE APPROVAL

**Agenda Wording**

Fleet is requesting pre-approval to purchase 34 vehicles similar to units listed in the attached document as cost and availability allows. These vehicles represent 2024 departmental needs in line with the City's CIP and will not to exceed \$7,409,000.

**Summary (Background)**

City Council has adopted the use of a pre-approval process for vehicle purchases since 2022 to help reduce delays and mitigate the impacts caused by recent vehicle supply shortages and unpredictable ordering windows.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ \$7,409,000.00

Current Year Cost \$ \$7,409,000.00

Subsequent Year(s) Cost \$

**Narrative**

Funding is included in each department's 2024 Budget. Vehicles will be purchased using approved City competitive purchasing procedures and will meet all City and State Public Fleet Clean Fuel requirements.

**Amount**

**Budget Account**

Expense \$ \$7,409,000

# Varies by department

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#





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

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

GIDDINGS, RICHARD

##### Division Director

BOSTON, MATTHEW

##### Accounting Manager

ORLOB, KIMBERLY

##### Legal

HARRINGTON,

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

rgiddings@spokanecity.org

atrussell@spokanecity.org

tprince@spokanecity.org

## Council Briefing Paper

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	April 15, 2024												
<b>Submitting Department</b>	Fleet Services												
<b>Contact Name</b>	Rick Giddings												
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a> 509-625-7706												
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke												
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:												
<b>Agenda Item Name</b>	2024 Public Works Vehicle Pre-Purchase Approval												
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only												
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Fleet Services is requesting pre-approval to purchase 34 vehicles similar to units listed in the attached document as cost and availability dictate. These vehicles represent 2024 departmental needs in line with the City’s Capital Improvement Plan. Funding is included in each department’s 2024 Budget. Vehicles will be purchased using approved City competitive purchasing procedures and will meet all City and State Public Fleet Clean Fuel requirements.</p> <p>City Council has adopted the use of a pre-approval process for vehicle purchases since 2022 to help reduce the impacts caused by recent vehicle supply shortages and unpredictable ordering windows.</p> <p>Total cost including Sales tax is not to exceed \$7,409,000. Departmental costs below:</p> <table style="margin-left: 20px;"> <tr><td>Solid Waste Collections</td><td>\$2,300,000</td></tr> <tr><td>Street Department</td><td>\$1,910,000</td></tr> <tr><td>Water Department</td><td>\$ 749,000</td></tr> <tr><td>RPWRF</td><td>\$ 770,000</td></tr> <tr><td>Wastewater Maint.</td><td>\$1,560,000</td></tr> <tr><td>Engineering</td><td>\$ 120,000</td></tr> </table>	Solid Waste Collections	\$2,300,000	Street Department	\$1,910,000	Water Department	\$ 749,000	RPWRF	\$ 770,000	Wastewater Maint.	\$1,560,000	Engineering	\$ 120,000
Solid Waste Collections	\$2,300,000												
Street Department	\$1,910,000												
Water Department	\$ 749,000												
RPWRF	\$ 770,000												
Wastewater Maint.	\$1,560,000												
Engineering	\$ 120,000												
<b>Fiscal Impact</b>													
<b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A													
Total Cost: <u>\$7,409,000</u>													
Current year cost: \$7,409,000													
Subsequent year(s) cost: \$0													
<b>Narrative:</b> <u>Vehicles are to be purchased using approved City competitive purchasing procedures prioritized by suitability, availability, and cost.</u>													
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A													
Specify funding source: Program revenue													
Is this funding source sustainable for future years, months, etc? Yes													
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A													
Other budget impacts: (revenue generating, match requirements, etc.)													

**COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)**

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

- What impacts would the proposal have on historically excluded communities? None identified.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Fleet Services collects lifecycle cost data for future operational cost analysis.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with City Capital Improvement Plan and Centralized Fleet Policy.

**Council Subcommittee Review**

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

Department	Qty	Vehicle Designation (Or Similar)	Usage
Solid Waste Collections	4	Peterbilt 520 with Labrie Side Loader Bodies	Refuse Collection
Street Department	1	International Chassis/Terex HRX55 Bucket Truck	Signs and Markers
Street Department	1	International Chassis/10 Wheel Flusher Truck	Street Maintenance
Street Department	1	International Chassis/6 Wheel Flusher Truck	Street Maintenance
Street Department	3	Wausau Segmented Snow Plow	Street Maintenance
Street Department	2	International Chassis/6 Wheel Dump Truck	Street Maintenance
Street Department	1	International Chassis/Hooklift/PacMac Leaf Vac	Street Maintenance
Street Department	1	Toyota 80V Electric 6000# Forklift	Street Maintenance
Water Department	1	Kenworth HD Day Cab Tractor	Equipment Hauling
Water Department	2	Ford F350 Chassis/Cab 4X4 (for SVS Body)	Water Maintenance
Water Department	1	Ford F350 4X4 Pickup	Water Maintenance
Water Department	1	Ford Lightning EV Pickup	Water Maintenance
Water Department	1	Mercedes AWD Sprinter Van - Diesel	Water Maintenance
Water Department	2	Ford F750 Cab/Chassis	Water Maintenance
RPWRF	1	Small Diesel or Electric Crew Cab Pickup	Site/Local
RPWRF	1	Ford F350 4X4 Pickup	Site/Local
RPWRF	1	John Deere 8R250 Tractor	Farm
RPWRF	1	John Deere 624K Loader	Site/Local
Wastewater Maintenance	2	Catch Basin Trucks	Sewer Maintenance
Wastewater Maintenance	3	Ford Lightning EV Pickup	Local Transport
Wastewater Maintenance	1	John Deere 320P Backhoe	Excavation
Engineering	2	Ford Lightning EV Pickup	Local Transport

Est Cost Each	Total Est Cost	RE#
\$575,000	\$2,300,000	
\$280,000	\$280,000	20444
\$392,000	\$392,000	20442
\$340,000	\$340,000	20443
\$36,000	\$108,000	20445
\$240,000	\$480,000	20446
\$240,000	\$240,000	20447
\$70,000	\$70,000	20448
\$220,000	\$220,000	20461
\$72,000	\$144,000	20485
\$70,000	\$70,000	20486
\$60,000	\$60,000	20487
\$75,000	\$75,000	20488
\$90,000	\$180,000	20489
\$60,000	\$60,000	20410
\$70,000	\$70,000	20400
\$360,000	\$360,000	20411
\$280,000	\$280,000	20412
\$610,000	\$1,220,000	20483
\$60,000	\$180,000	
\$160,000	\$160,000	20494
\$60,000	\$120,000	20430